

The Solicitors Journal.

LONDON, AUGUST 7, 1886.

CURRENT TOPICS.

WE PUBLISH elsewhere a new Rule of the Supreme Court, which has been passed by the Rule Committee of Judges, modifying the Rule of 1884 (R. S. C., XXXVI., 22a) relating to trial of chancery witness actions at Liverpool and Manchester. The new rule requires the witness causes for which special sittings are to be held to be causes proceeding in the district registries of Liverpool or Manchester and set down for trial in those registries. The proviso at the end of the rule, which formerly left it to the discretion of the judge to strike out any cause in the list which "ought not to have been included therein" is now more definitely worded, and enables the judge to strike out causes in the list "having no local connection with the County Palatine of Lancaster."

THE TRINITY SITTINGS, which terminate on Thursday next, will have afforded forty-five working days, and, when the work of the chancery judges is considered, it will be understood what an amount of interlocutory business has to be disposed of, and how it interferes with the hearing of witness causes. During the sittings Vice-Chancellor BACON has had witness causes in his day's paper on only six of these forty-five days; Mr. Justice KAY on six; Mr. Justice CHITTY on twelve; and Mr. Justice NORTH on eleven days. When it is remembered that the whole of the rest of the time in court of these four judges has been taken up with further considerations and interlocutory applications, the reason why so few witness causes are disposed of by them will be sufficiently apparent. Mr. Justice STIRLING, of course, hears witness causes every day, having no other class of business. It may be anticipated that an examination of the cause lists of the four first-named judges would shew that the number of witness causes has not been greatly reduced during the present sittings.

WE ARE GLAD to announce that at last the long promised new scales of solicitors' costs in bankruptcy matters have been signed by the late Lord Chancellor and President of the Board of Trade, and that they are on the eve of publication. They are to take effect on the 24th of October next. The first part relates to the petitioning debtor's solicitor's costs—(1) in summary cases under section 121; (2) in non-summary cases; (3) on consenting to receiving order on creditor's petition; and (4) on filing a declaration of inability to pay. Under heads (1), (2), and (3) the fees are according to a scale proportioned to the amount of the assets certified. As an illustration, we may mention that the fee in non-summary cases for "Instructions for Petition" ranges from £3 3s. where the assets are certified as not likely to realize £500, to £10 10s. where they are certified at from £7,500 to £10,000. The second part relates to petitioning creditor's solicitor's bill of costs, and is divided into—(1) where the act of bankruptcy is non-compliance with a bankruptcy notice; (2) proceedings on petition; (3) costs for substituted service where the debtor keeps out of the way to avoid service; (4) where the debtor disputes the statements in the petition; and (5) where the debtor is required by the court to enter into a bond. Then follow headings as to special costs, taxation of petitioner's costs, and other matters; and there are subsequently twenty "general regulations"; the first of which provides that "all costs, save as aforesaid, which shall be properly incurred under the provisions of the Act or Rules, shall be allowed on the 'Lower Scale' in Appendix N. to the Rules of the Supreme Court, 1883. Other regulations provide that extra allowance for length of sittings or other increased allowances not

inconsistent with the scale, may be allowed if they have been ordered and certified by the court at the time. We postpone discussion of the new scale until it is in a condition to be published.

AS WE ANTICIPATED last week, the Supreme Court Funds Rules, 1886, were signed by Lord HERSCHELL previously to his relinquishing office. They are to come into operation on the 1st of September next—that is to say, in the middle of the Long Vacation. The alterations of importance which they effect are not numerous, and their framers have wisely retained the same numbering for the new rules as is applied to the Rules of 1884. Clauses are added for carrying out the provisions of R. S. C., 1883, LI., 3a, which renders an order for payment into court of purchase-money of real estate unnecessary, and a clause is inserted which permits the document which directs the payment in of the purchase-money to direct a "stop" to be placed on the money in favour of the purchaser. In the next rule, relating to the Payment Schedule, it is provided that the name of a firm may be used, instead of the several names of the partners of the firm; and the addresses of persons to whom payments are to be made (if known at the time of preparing the schedule) are to be stated in the schedule, or, in case of payment to two or more persons jointly, the address of one of such persons. Another rule makes a very material alteration. Schedules, to be acted on by the paymaster, are to be transmitted by the registrar direct to the paymaster, instead of being handed to the solicitor to carry in, and it is also provided that the schedules so transmitted are to be the paymaster's authority for giving effect to the several operations directed therein. Solicitors of even very limited experience will be able to anticipate the confusion and general inconvenience which are likely to arise from this change. In order further to increase the facilities for sending money by post, rule 48 is altered, and sums up to £1,000, payable to persons having a banking account in the United Kingdom, may be sent by post by cheque not negotiable crossed to a bank to be named in the request. To rule 62, which relates to payments to be made to representatives of persons who die before payment, a clause is added which allows such payments, when the assets of the deceased do not exceed £100, to be made to the person who would be entitled to take out administration to his estate.

THE CASE of *Newbould v. Smith* (33 W. R. 690, L. R. 29 Ch. D. 882; on appeal, 34 W. R. 690) is of considerable interest to mortgagees. Each of the Lords Justices (COTTON, LINDLEY, and LOPES) expressed an opinion that payment of interest to a mortgagee by a mortgagor who had parted with the equity of redemption did not prevent the Statute of Limitations from running in favour of the assignees of the equity of redemption. In *Chinnery v. Evans* (11 H. L. C. 115), which was not cited in *Newbould v. Smith*, Lord WESTBURY, C., appears to have taken a distinction between payments made by a stranger and by the parties to the original contract. "Money paid by a stranger to the contract under which it was paid to the individual entitled to receive it, would not have the characteristics and legal quality of payment. . . . It is quite clear that the payment of money to the mortgagee by the person liable to pay it, in respect of the interest on the mortgage, continues the mortgage in all its integrity and force with respect to all the estates properly comprised in the mortgage, and which had not been aliened or conveyed away by the mortgagee, or with his assent." The second point decided in *Newbould v. Smith* is of considerable practical importance—namely, that payments of interest made to the mortgagee by a person who had been the solicitor of the mortgagor after he ceased to fill that character, were not sufficient to keep alive the debt. Hitherto it

has been considered that a mortgagee who receives his interest from the original mortgagor, or his solicitor, is safe; that the statute does not run against him. This is not now the case, and the mortgagee must ascertain, as best he can, that the equity of redemption has not been parted with, and, if the payment is made by a solicitor, that he has the authority of the owners of the equity of redemption to make such payment.

REFERRING to our recent remarks on the description "gentleman," a correspondent says it may be interesting to compare the remarks of the judges in *Re Horwood (ante, p. 638)* with the decision arrived at in *Smith v. Cheese* (24 W. R. 368, L. R. 1 C. P. D. 60), where the attesting witness to a bill of sale under the Bills of Sale Act, 1854, was described in the affidavit required by that Act as a "gentleman." He had been a proctor's managing clerk, but had ceased to be so for six years; since that time he had lived on an allowance from his mother, and had, on a few occasions, collected debts, and written letters for other persons, and had drawn four bills of sale, but had no regular occupation. It was held that the description "gentleman" was sufficient. We may add to our correspondent's case another (*Sutton v. Bath*, 3 H. & N. 382), where a medical student, who had been apprenticed to a surgeon, and had taken some steps to set up a lodging-house, but had never practised or done anything to get a living for six months before his attestation of a bill of sale, was held to be sufficiently described as a "gentleman." The observations of LINDLEY, J., in his judgment in *Smith v. Cheese* are very much in point. He says that, for the purposes of the Bills of Sale Act, "persons must be divided into those having some, and those having no, occupation. If a person is in the latter class, 'gentleman' is not necessarily applicable to him; but if he is in a class of life to which that term is usually applied, and if he has no occupation, it would be unjust to say that the description is not enough." It may be added that, in the Irish case of *Trousdale v. Sheppard* (14 Ir. C. L. R. 370), it seems to have been suggested that "no occupation" was a more definite description than "gentleman"; but it is difficult to see the ground for this notion.

THE CASE of *Crawford v. Newton*, decided by the Court of Appeal last week, settles a question of extremely frequent occurrence—viz., what are the obligations, as regards painting and papering, of a tenant under a covenant to keep premises "in tenable repair?" The decisions on the subject have not hitherto laid down any satisfactory rule. *Monk v. Noyes* (1 C. & P. 265) seems to show that, under a covenant by a tenant to "substantially repair, uphold and maintain" a house, he is bound to re-paint the inside woodwork. On the other hand, in *Scales v. Lawrence* (2 F. & F. 289) it was held that under a covenant, as often as necessary, well and sufficiently to repair, uphold, sustain, paint, glaze, &c., "and keep and leave the premises in such repair, reasonable wear and tear excepted," the tenant (having repaired actual dilapidations) was only bound to clean the old paint, and not to re-paint. The judgment delivered by the Master of the Rolls in the recent case puts the matter, as it appears to us, upon a satisfactory footing. He holds that covenants to repair refer only to the question of repair, and not to the question of ornamentation. Decorative painting, not required for the preservation of the building, is not within the obligation of the covenant; the tenant is only bound to do so much painting as is necessary for the purpose of preventing woodwork from going to decay, or iron-work from corroding, or as may otherwise be needed for the purpose of preservation of the building. Papering, the learned judge is reported to have said, is of necessity mere ornamentation; but, of course, he did not mean that a lessee under a covenant to substantially repair, or to keep the premises in tenable repair, could never be required to do any papering. If he injures the papers which were on the walls when he entered he must surely make good the injury. Some of the principles on which the decision of the Court of Appeal is based were laid down half a century ago in the summing up of TINDAL, C.J., in *Gutteridge v. Munyard* (1 Moo. & R., at p. 336), "Diminution in value, resulting from the natural operation of time and the elements, falls on the landlord; but the tenant must take care that the

premises do not suffer more damage than the operation of these causes would effect, and he is bound, by seasonable applications of labour, to keep the house as nearly as possible in the same condition as when it was demised."

THE QUESTION raised last week by a correspondent, as to the effect of terminable charges on the power of a tenant for life to sell under the Settled Land Act, is one of great importance, which we hope soon to discuss at some length. In the meantime we may point out (1) that the same difficulty arises in sales by trustees under express powers, unless, indeed, the power is framed so as to meet the case (see the form in Key & Elphinstone's Comp. 619); (2) that whenever, on a sale either under the powers of the Settled Land Act or under an express power, enough land is sold to produce such a sum as exceeds by one-tenth the sum which, when invested, will satisfy the terminable charge, the difficulty can be got over by a payment into court under the Conveyancing and Law of Property Act, 1881, s. 5; (3) that where only part of the land is to be sold, the difficulty can sometimes be got over by shifting the charge on to the unsold part, with the consent of the incumbrancer, under the Settled Land Act, 1882, s. 5, and (4) that some of the Acts under which the charges arise contain express powers authorizing the release or shifting of the charge so as to facilitate sales.

IT MIGHT be supposed that by this time counsel would be well acquainted with the powers and duties of the Vacation Judges, but those who frequent the courts are accustomed to hear applications made, especially to the judges of the Chancery Division, to refer matters to the Vacation Judge, or to give leave to apply to that functionary. It ought to be known that the Vacation Judges are appointed to hear "all such applications as may require to be immediately or promptly heard." Whatever can be brought within that description is vacation business, but nothing else is such business, and the discretion of the Vacation Judges to hear or refuse to hear any given case is never interfered with by other judges.

THE CONSOLIDATED BANKRUPTCY RULES.

IN addition to the new scale of solicitors' costs in bankruptcy proceedings, we believe that new bankruptcy rules and forms will shortly be published. The new scale of costs will be incorporated in the consolidated rules, which are to come into operation on the 24th of October next. The consolidated rules will consist in part of rules altogether new, and in part of the rules at present in force, with various additions and amendments.

The present rules, with the exception of a few general rules of later date, came into operation on the 1st of January, 1884. The general rules under the Bankruptcy Act are made under the powers given by section 127 of the Act, which empowers the Lord Chancellor from time to time, with the concurrence of the President of the Board of Trade, to make, revoke, and alter general rules for carrying into effect the objects of the Act. By the interpretation clause "general rules" are to include forms. Besides this general power, other sections of the Act provide for the making of rules for carrying into effect the provisions of these particular sections. For instance, such special powers to make rules are to be found in section 97, which deals with the transfer of proceedings from court to court; or, again, in sub-section 11 of section 125, with regard to the administration of the estates of persons dying insolvent. The new rules and forms will, it is believed, not come into force separately, but will be combined with the rules and forms which have been in operation since the 1st of January, 1884. Thus the rules and forms at present in force, with various amendments and additions, together with the new rules, and the new forms rendered necessary thereby, will form one consolidated set of rules and forms. The issue of the consolidated rules will, it is understood, be in a form similar to that of the rules under the Judicature Acts—viz., in the shape of Orders and Rules. This will give increased facility of reference, and will certainly prove a

boon to all concerned in the administration of the Bankruptcy Act.

The new rules dealing with Court Procedure are nine in number, and effect some important changes. Rules 16, 17, and 18 of the present rules are annulled, whilst the judge of the High Court to whom bankruptcy business is for the time being assigned is empowered, at any time, for good cause, to order the proceedings in any matter under the Act to be transferred from a county court to the High Court, or from the High Court to a county court. Power is also given to the judge of any county court having jurisdiction in bankruptcy, either upon an ordinary resolution of the creditors or for other good cause shewn, to order the proceedings in any matter under the Act which have been commenced in his court to be transferred to another county court. When proceedings are so transferred, the official receiver of the court to which the proceedings are transferred will become the official receiver of the debtor's estate in place of the official receiver of the court in which the proceedings were commenced. These rules also deal with the procedure in cases where bankruptcy proceedings have been commenced in the wrong court, and with the case of bankruptcy business pending in a county court the bankruptcy jurisdiction of which has been transferred.

Another important change is introduced by the new rules relating to commitment and arrest. It is generally admitted that the procedure under rule 78 of the Rules of 1883 has not worked satisfactorily. Accordingly this rule is to be annulled and a new rule substituted for it, which will have the effect of rendering the practice similar to the ordinary practice in the High Court. A provision is also introduced to the effect that if a debtor or witness examined before a registrar refuses to answer questions put to him to the satisfaction of the registrar, the latter may report his refusal to the judge, and, upon that being done, the debtor will be liable to be dealt with in the same way as if the default had been made before the judge. The report of the registrar must be in writing, but not an affidavit, and must set forth the question put, and the answer given by the debtor or witness. Further, the registrar must, before the conclusion of the examination at which the default in answering was made, name the time when, and the place where, the default will be reported to the judge. The practical effect of this rule is apparently to give the registrar power to commit for contempt—a power which he does not at present possess.

Further rules deal with costs generally, and with costs payable out of the estate. We shall have to discuss in detail the changes introduced by these rules on another occasion. Putting the matter generally, the new rules would appear to involve the repeal of numbers 104 and 105 of the present rules, and alterations in numbers 108 and 107.

Changes are also made in the rules relating to bankruptcy petitions. For the future, a debtor presenting a petition, besides inserting therein his name and description and his address at the date of the presentation of the petition, must further describe himself as lately residing or carrying on business at the address or several addresses at which he has incurred debts and liabilities which, at the time of the petition, remain unpaid or unsatisfied. With regard, moreover, to the £5 deposit by the petitioner, rule 128 is made more stringent by a provision to the effect that no petition shall be received unless the receipt of the official receiver for the deposit is produced.

With regard to the application by the bankrupt for his discharge, the present rule 178 is to be annulled, and a new rule substituted for it, the effect of which will be that, instead of the official receiver forwarding notice of the application, and the registrar forwarding the notice of the order of discharge, both notices will be forwarded to the Board of Trade by the registrar. Provision is also made for the filing of the report of the official receiver, made under section 28 of the Act, seven days before the time fixed for hearing an application by a bankrupt for his discharge. A bankrupt will not be entitled to have any of the costs of his application for his discharge allowed out of the estate. It would appear that these costs have not been allowed in the High Court, though they have sometimes been allowed in the county courts.

We have only space now to notice the new rules with regard to summary administration in small bankruptcies. The general object of these rules is to save expense in the administration of small estates. Special provision for making such rules "with the view

of saving expense and simplifying procedure" is contained in sub-section (3) of section 121 of the Act. In furtherance of this object numerous provisions are inserted in rule 199 in lieu of the 7th paragraph of that rule. One of the principal changes made will be to do away with the second meeting for the purpose of confirming a proposed composition.

With regard to the forms, some of them consist of the new forms which are rendered necessary by the new rules, and others of the forms now in use, some of which have been amended.

CONCERNING THE FORM AND EXECUTION OF DEEDS.

III.

Escrows.—Cases of inchoate and incomplete execution, as well as cases in which the deed, though retained by the maker of it, is yet completely and finally executed, so as to become immediately operative, must be distinguished from those in which the instrument, being delivered upon condition, is not operative as a deed until the condition is performed. Such an instrument is called an "escrow." "The maker of a deed," says Lord Cranworth (*Xenos v. Wickham*, L. R. 2 H. L., at p. 323), "may so deliver it as to suspend or qualify its binding effect. He may declare that it shall have no effect until a certain time has arrived, or till some condition has been performed; but when the time has arrived, or the condition has been performed, the delivery becomes absolute, and the maker of the deed is absolutely bound by it, whether he has parted with the possession or not. Until the specified time has arrived, or the condition has been performed, the instrument is not a deed—it is a mere escrow." Evidence may be given that an instrument was intended to operate as an escrow, though nothing to that effect appears on the face of it (*per Jervis, C.J.*, in *Davis v. Jones*, 17 C. B., at p. 634). Thus, in *Murray v. Earl of Stair* (2 B. & C. 82), a subscribing witness proved that at the time of the execution of the bond it was agreed that it should remain in his hands until the death of A. B. and until certain securities were given up; and the court held that it was a question for the jury whether the bond was delivered as a deed, to take effect from the moment of delivery, or was delivered upon the express condition that it was not to operate until the death of A. B. and the giving up of the securities. "It is true," says Romilly, M.R. (*Phillips v. Edwards*, 33 Beav., at pp. 446, 447), "that there are some cases in which a grantor executes a deed which is valid and binding on him, though he retains it in his own custody . . . but the deed has not been held to be valid in any case where the deed implies mutuality—that is, when some important act is to be done by or on the part of the person to whom it is to be delivered, such as the payment of purchase-money [see *Walker v. Ware Railway Co.*, 35 Beav. 52, 58], or the execution of the counterpart. In all such cases the deed is executed as an escrow, and has no force or validity until the actual delivery of it to the person who has to perform the act in return."

In Sheppard's Touchstone (p. 58) "two cautions" are given—viz., (1) that an apt and proper form of words must be used; the instrument must be expressly delivered "as an escrow," and not "as a deed"; and (2), that it must be delivered to a stranger, and not to the person who takes the benefit of it. But, as to the first point, the passage from Shep. Touch. has been cited and overruled in several cases. Thus, *Murray v. Earl of Stair* (2 B. & C. 82) shews that it is not essential that it should be expressly declared at the time of execution that the instrument is delivered "as an escrow." Abbott, C.J., in directing the jury, said "it was not necessary that any express words should be used at the time. The conclusion was to be drawn from all the circumstances. It obviated all question as to the intention of the party if, at the time of delivery, he expressly declared that he delivered it as an escrow; but that was not essential to make it an escrow." It is a question of what the parties intended, and their intention may appear either by express declaration, or from the circumstances (see *per Williams, J.*, *Kidner v. Keith*, 15 C. B. N. S., at p. 43). In *Bowker v. Burdekin* (11 M. & W. 128, 147), Parke, B., said that it was now settled that there need not be express words, "but you are to look at all the facts attending the execu-

tion, to all that took place at the time, and to the result of the transaction; and therefore, though it is in form an absolute delivery, if it can reasonably be inferred that it was delivered not to take effect as a deed till a certain condition was performed, it will nevertheless operate as an escrow. That is the result of *Johnson v. Baker* (4 B. & Ald. 440) and *Murray v. Earl of Stair* (2 B. & C. 82). And Sugden, C., in *Nash v. Flynn* (1 Jo. & Lat. 162, 175), held it to be "quite settled that it is not necessary, in delivering an instrument as an escrow, to say that it is delivered as an escrow," and said he had always considered it as a clear point that if the instrument be delivered upon condition, that constitutes it an escrow. He added that, where it has been acted on by the parties as a deed, the court would be anxious to hold that the event upon which it was to become a deed had happened, and that it had ceased to be an escrow.

Bowker v. Burdekin was followed in *Gudgen v. Bessett* (6 E. & B. 986), where a lessor signed, sealed, and delivered an indenture of lease, but it was agreed that the lessee should hold merely as tenant from year to year until he paid a sum of money for fixtures, and the lessor retained the deed in his own possession. There were no words qualifying the delivery, or expressly stating that the deed was to be an escrow. It was held that the circumstances warranted an inference in fact that there was an agreement that the instrument should not operate as a lease until the payment, and that, if there was such an agreement, it would not operate as a deed until then, although no express words of delivery as an escrow were used. Wightman, J., said that *Bowker v. Burdekin* shewed that the question was, not what the words were, but what was the intention at the time. Erle, J., said that, "though the lessor said, 'I deliver this as my act and deed,' yet the deed would not operate if it was at the time agreed between the parties that it should not operate." It will be observed that in the last case the instrument was retained by the grantor; but Lord Campbell, C.J., said that the formality of delivery to a third person as an escrow was not essential when it was intended to operate as such.

With respect to the proposition in *Shepp. Touch. (ubi supra)*, that the instrument must not be delivered to the party who is to take the benefit of the deed, it was said by Crompton, J., in *Pym v. Campbell* (6 E. & B., at p. 374), that, "when there is a delivery, that stops the parties to the deed; that is a technical reason why a deed cannot be delivered as an escrow to the other party." It was held by the Court of Common Pleas, in *Whyddon's case* (Cro. Eliz. 520), that the delivery cannot be averred to the party himself as an escrow. But in *Hawkshead v. Gatchel* (Cro. Eliz. 835), in the Queen's Bench, Gawdy, J., held that an instrument may be delivered to the party himself to take effect on a condition, if it be expressly delivered "as an escrow," and not as a deed; and the other judges agreed. However, in *Williams v. Green* (Cro. Eliz. 884) it was again held in the Common Pleas that the instrument cannot be delivered to the party himself as an escrow, "because then a bare averment without any writing would make void every deed." And the preponderance of authority seems to be against the doctrine of *Hawkshead v. Gatchel*, which is apparently referred to with disapproval by Lord Coke in *Thoroughgood's case* (9 Rep., at p. 137a), as *Hawkston v. Catcher*: see *Blunden v. Wood* (Cro. Jac. 85); *Port v. Middleton* (Styl. 251), and *Vin. Abr. Fait* (O.), where are cited *Holford v. Parker* (Hob. 246), and *Perryman's case* (5 Rep. 84). In a modern case (*Watkins v. Nash*, 23 W. R. 647, L. R. 20 Eq. 262), where a re-conveyance was delivered to the solicitor of the grantee, the solicitor stating in writing that it had been delivered as an escrow, it was objected that it ought to have been delivered to a stranger. But Hall, V.C., expressed an opinion that the rule laid down in the old books means that the delivery must be "of a character negating its being a delivery to the grantee, or to the party who is to have the benefit of the instrument." . . . If upon the whole transaction it be clear that the delivery was not intended to be a delivery to the grantee at that time, but that it was to be something different, then you must not give effect to the delivery as being a complete delivery, that not being the intent of the persons who executed the instrument." His lordship held that there might be a delivery to a third party for the benefit of all parties (referring to *Millership v. Brooke*, 5 H. & N. 797), and expressed an opinion that the document might be an escrow even though there was no particular person selected who, under the circumstances, could be considered as being the person

into whose hands it was delivered, if it were clear that there was not intended to be any delivery at all to the grantee, and that the instrument was intended to be incomplete as a transfer of the legal estate until the conditions prescribed should have been performed. In *Grugeon v. Gerrard* (4 Y. & C. 119), A., being indebted to his bankers, executed a mortgage to them to secure the debt. After executing it, he delivered it to his own solicitor "without any direction for treating it as an escrow, or anything to cut down or narrow the full legal effect of a delivery" (see *per* Maule, J., at p. 130). The solicitor retained it in his possession till A.'s bankruptcy, about a month afterwards, and then delivered it to the mortgagees. This was held a good delivery by A. to the mortgagees.

In *Furness v. Meek* (27 L. J. Ex. 34) it was held that though, "generally speaking, the question whether a deed or agreement was delivered as an escrow is a question of fact for the jury, because it generally depends upon what passed at the time the document is alleged to have been delivered" (*per* Channell, B.), yet where the evidence is in writing, as where the contract, signed by one party (even after signature by the agent of the other), is sent enclosed in or accompanied by a letter explaining that it is only signed on condition of something being done—as, for example, execution of a counterpart—the construction of such evidence is for the judge. And it was held that such evidence was sufficient to shew that the contract was signed and sent only as an escrow.

Hooper v. Ramsbottom (6 Taunt. 12, 1 Marsh. 414, 4 Campb. 121) shews the effect of the execution of an instrument as an escrow with regard to the power of the grantor to deal with the property pending the fulfilment of the condition upon which it is to become operative as a deed. This case is stated in 4 Cru. Dig. 30.

When the condition is performed upon which the escrow is to operate as a deed, the instrument will be effectual, though the maker of it dies, or ceases to be *sui juris*, before the performance of the condition (see *Perryman's case*, 5 Rep. 84b; *Graham v. Graham*, 1 Ves. Jun., at p. 274; *Coare v. Giblett*, 4 East., at p. 94); so if a *feme sole* executes an escrow and marries before the condition performed (*Frosett v. Walshe*, Bridgm. 49, 51). But if the party executing the escrow had not then capacity to bind himself by deed, the instrument will be ineffectual, though he become capable before the condition performed: see *Shep. Touch. 59*; *Baker and Butler's case* (3 Rep. 35b). Mr. Preston (in his edition of *Shep. Touch. 59*) suggests that the escrow will not operate as a deed *ipso facto* on the performance of the condition, if by the terms of the original delivery the maker of the instrument required that it should be formally delivered as a deed on the performance of the condition—i.e., that he may deliver the instrument as an escrow "to be his deed," or "to be delivered as his deed," on the performance of the condition.

As to the time from which a deed, originally delivered as an escrow, is to be taken to operate, Mr. Preston (*Shep. Touch. 59*, and 3 *Prest. Abst. 65*) is of opinion that no estate passes until the second delivery (by which he seems to mean the point of time at which the instrument becomes a deed), and that it is only from necessity and for the purposes of title—that there is any relation, and not as to collateral acts.

In the case of any written document evidence is admissible of a contemporaneous oral agreement suspending its operation. See, for example, *Wallis v. Littell* (11 C. B. N. S. 369), where Erle, C.J., remarked that such an agreement "is in analogy with the delivery of a deed as an escrow." So, where one party executes a deed on the faith that it will be executed by others also, the instrument may be at law a complete deed, but in equity it may be a *quasi-escrow*, not taking effect unless the other parties execute it. In *Cumberledge v. Lawson* (1 C. B. N. S. 709) it seems to have been held at law that, as a matter of pleading, the party ought to allege that he executed, not "upon the faith that" the other would execute, but upon condition that it should not be operative as a deed unless the other executed (see an example in *Bowker v. Burdekin*, 11 M. & W. 128). But the right to relief in equity is pointed out by Lord Eldon, C., in *Underhill v. Horwood* (10 Ves., at p. 225) thus: "I had a notion which, I think, was not correct; that where a man executes a bond meaning that it should be the joint bond of himself and another, and not his several bond, it would not be his several bond. But the cases go further. In such a case, however, unless there is something special, the man who

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had become so severally bound has a right to have that bond delivered up." In *Evans v. Bremridge* (2 K. & J. 174), where a deed was prepared in such a form as to shew that it was intended to be executed by two co-sureties, but it was, in fact, executed by one only, who filed a bill alleging that he had executed on the faith that his intended co-surety would also execute, it was held that the plaintiff was entitled in equity to be relieved from all liability. Wood, V.C., said that the deed was good and binding at law, because it was not delivered on condition. The decision was affirmed by the Lords Justices (8 De G. M. & G. 100). In *Luke v. South Kensington Hotel Co.*, Jessel, M.R., remarked that "it is well settled that, if two persons execute a deed on the faith that a third will do so, and that is known to the other parties to the deed, the deed does not bind in equity if the third party refuses to execute." But the equity is "one which must be alleged and proved" in order to get rid of a legal liability (*per James, L.J., Ex parte Harding*, 12 Ch. D., at p. 564). The question frequently arises in cases of suretyship, and the equity "is founded on the sensible principle that a surety is entitled to have the original contract, intended by him and all parties, carried out" (*per Field, L.J., Beckett v. Addyman*, L. R. 9 Q. B. D. 789; and see *Ward v. National Bank of New Zealand*, L. R. 8 App. Cas. 755).

In a recent case (*Exchange Bank of Yarmouth v. Bliethen*, L. R. 10 App. Cas. 293) the question was discussed how far an attempt by a qualified form of execution to restrain the full operation of a deed can be treated as a non-execution of it. The judgment distinguishes *Wilkinson v. Anglo-Californian Gold Mining Co.* (18 Q. B. 728, 21 L. J. Q. B. 327), which affirmed the "undoubted principle of law" that execution of a deed in part only [*i.e.*, excluding some provisions or clauses of it] is no execution in point of law.

Reading the Deed.—Shep. Touch. (p. 56) says that the deed must be read if the party that is to seal it be blind or illiterate and desire to have it read. But if the party can read it for himself and does not, or, being blind or illiterate, does not desire to have it read, or its contents declared, then it is good, though it be contrary to his mind. *Maner's case* (2 Rep. 3a) is to the same effect. That reading is necessary only if required by a party, see also *Thoroughgood's case* (2 Rep. 9); *R. v. Longnor* (4 B. & Ad. 647); *R. v. Longman* (1 N. & M. 576); and *National Provincial Bank v. Jackson* (34 W. R. 597).

Attestation is not essential to the validity of a deed as such (Co. Litt. 7a; 2 Rep. 5a; 1 Lev. 25); but it must not be supposed that in practice it can safely be omitted in any case; and to some instruments the law expressly requires attestation—*e.g.*, executions of powers (where the terms of the power prescribe it), warrants of attorney, cognovits, bills of sale, conveyances to charitable uses under the Mortmain Act, appointments of trustees for religious or educational purposes, deeds of fathers appointing guardians of their children, powers of attorney to transfer or receive dividends on colonial stock, and others, of which a list will be found in Taylor on Evidence (8th ed., ss. 1110, 1840). And the importance of the attestation clause in all deeds is increased by the practice laid down in many cases that, where the clause is in the usual form and the signature of the party is proved, the jury will be advised to presume sealing and delivery (see Taylor on Evidence, 8th ed., s. 149, where many cases are cited; *Sugd. Pow.*, 8th ed., p. 232; *Evans v. Grey*, 9 L. R. Ir. 539; *Re Sandilands*, L. R. 6 C. P. 411; *Xenos v. Wickham*, L. R. 2 H. L., at p. 320). In *Wickham v. Marquis of Bath* (L. R. 1 Eq. 17, 24) Romilly, M.R., defined attestation as meaning "that one or more persons are present at the time of execution for that purpose, and that, as evidence thereof, they sign the attestation clause stating such execution." They must sign as witnesses, and for the purpose of attesting the execution.

Acceptance.—The operation of a deed may be defeated by the conduct of the grantee or person taking a benefit under it. The law presumes the assent of the grantee (4 Cruise Dig. 9), and, therefore, unless and until he disclaims, the estate vests in him (*Ibid.*, 404; Shep. Touch. 284, 285; *Butler and Baker's case*, 3 Rep. 263; *Townson v. Tickell*, 3 B. & Ald. 31; *Nicolson v. Wordsworth*, 2 Swanst. 365; *Doe d. Chidgey v. Harris*, 16 M. & W. 517). But this is on the assumption that the grantee accepts the delivery and accepts the benefit. It is otherwise when he, at the time and place of delivery, repudiates the delivery and disclaims the benefit, for a man cannot, by act of the parties, have an estate or right

thrust upon him against his will (*Xenos v. Wickham*, 13 C. B. N. S., at p. 391, *per* Willes, J.). As soon as there is evidence of disagreement the grant is void *ab initio* (Shep. Touch., by Preston, at p. 285, citing *Thompson v. Leach*, 2 Vent. 198, 3 Mod. 296). In the case of an indenture, if the grantee executes it, he thereby accepts, and cannot afterwards disclaim (4 Cruise Dig. 404; Shep. Touch. 68, 70). In *Xenos v. Wickham* (14 C. B. N. S., at p. 474; 11 W. R. 1067) Pollock, C.B., suggests a distinction in regard to commercial instruments—*viz.*, that if such an instrument be executed by A., and afterwards tendered to B., then B. has a right to object to any of the terms, or to reject it altogether, and the delivery by A. is conditional on acceptance by B. And in the same case (L. R. 2 H. L., at p. 315) Willes, J., said he was not aware that the doctrine of presumed assent had ever been applied to the case of a mercantile contract, with something to be done on both sides—the presumption is out of place as applied to a contract with mutual obligations, which must be matter of bargain and must be incomplete as long as either mind may dissent. Lord Cranworth (*Ibid.*, p. 324) said he knew of nothing intermediate between a deed and an escrow.

In *Siggers v. Evans* (5 E. & B. 367) Lord Campbell, C.J., in delivering the judgment of the court, said (p. 381), "It seems to have been adopted as a rule of law from the earliest times for the purposes of conveyance that, as generally grants are for the benefit of the grantee, he may come in at any time and say, 'I claim by the deed,' if he has done nothing to shew a dissent; but that he has the full power, if he has done no act to assent, to say that he declines, and will have nothing to do with the deed, if he is charged with any burthen arising from it, or does not choose to take under it." And it was held in that case, upon a review of the authorities, that there is no distinction as to trust estates. The subjects of disclaimer by trustees, and its effect on the legal estate, are discussed in Lewin on Trusts, ch. XI., pp. 198, *et seq.* (8th ed.). In *Standing v. Bowring* (L. R. 31 Ch. D. 282), where A. transferred stock into the names of himself and B., the question of how far acceptance by a grantee is necessary was discussed, and the authorities were reviewed.

Lord Halsbury took the oaths as Lord Chancellor in Court of Appeal No. 1 on Thursday last at eleven o'clock. The oaths were, as usual, dictated by the Clerk of the Crown, and administered by Lord Esher, as Master of the Rolls, in the presence of several of the Lords Justices and other judges, including all the judges of the Chancery Division. A large number of Queen's Counsel and members of the outer bar were present on the occasion, and Sir Charles Russell, as the senior Queen's Counsel present, moved that the oaths be recorded.

The Birmingham Town Council, acting on the recommendation of the consulting architect, Mr. Waterhouse, have adopted a set of designs for the new law courts which it is proposed to erect in Corporation-street, Birmingham, at a cost of £78,000.

On the 29th ult. counsel for the petitioner in *Crawford v. Crawford* applied to Sir James Hannen that the Queen's Proctor should pay the costs of the shorthand notes of the first trial. The learned judge complied with the application, remarking that these notes were absolutely necessary on the intervention trial. It was then agreed that the question of the payment by the Queen's Proctor of the costs of the shorthand notes of the intervention trial should be referred to the registrar.

An account has been published, by order of the House of Commons, shewing the receipts and expenditure in respect of bankruptcy proceedings during the year ended the 31st of March, 1886. From this account it appears that the total receipts for the year from various sources amount to £198,103 14s. 11d., being an increase over the receipts of last year of £31,040 18s. 4d. The total expenditure amounts, for the year, to £173,171 1s., being an increase over that of the last year of £20,032.

The United States Supreme Court, says the *Albany Law Journal*, are worse than ever in the lurch—hopelessly behind the calendar, and getting more behindhand every year. "What a disgrace," the *Journal* adds, "it is that Congress does not do something to lift it out of this quagmire! The matter is past argument, the necessity is conceded. Anything that has been suggested would be better than this condition of things. We have recently seen a suggestion that a separate court be constituted for patent business. Whether this can be constitutionally done we do not know. Nor do we know whether the amount of patent business coming to the Supreme Court would justify it. But perhaps it would not be unwise to cut off these appeals, and constitute a separate court for this business." It mainly involves an expert knowledge of mechanics, and it might better be intrusted to a bench of skilled mechanics.

CORRESPONDENCE.

FEES TO COUNSEL'S CLERKS.

[To the Editor of the Solicitors' Journal.]

Sir,—Probably many practitioners, like ourselves, have felt considerable difficulty as to what course to take respecting the scale of fees payable to counsel's clerks, and we shall be obliged by your publishing the enclosed correspondence, which has taken place between our firm and the secretary of the Incorporated Law Society. We also send a copy of the circular issued by the council and referred to in the correspondence.

E. FLUX & LEADBITTER.

144, Leadenhall-street, E.C., Aug. 3.

The following is the correspondence referred to:—

144, Leadenhall-street, London, 8th June, 1886.

E. W. Williamson, Esq., secretary, Incorporated Law Society.

Dear Sir,—

COUNSEL'S FEES.

Since the receipt of the society's circular we have adhered to the new scale of fees for counsel's clerks, but it has involved us in numerous squabbles (one of which, with ———, Q.C., we referred to you). Without discussing the necessity for the new regulation, we shall continue to abide by it if we find that other firms are doing the same, but we do not care to fight this battle alone, and we shall be much obliged by your bringing this subject before the council and informing us what is being done by the firms represented on the council and by the profession generally. Enclosed we send a letter, this morning received from agency clients, which shows the style of thing now going on.—We remain, Dear Sir, yours truly,

(Signed) E. FLUX & LEADBITTER.

The following is the letter enclosed:—

7th June, 1886.

Dear Sir,—

———— v. ———
We have received a letter from Mr. ———'s clerk, complaining that 12s. 6d. has been underpaid on these briefs, and that the loss falls on him. We do wish in any way (and we think you will understand us) to interfere with your judgment in these matters, but sooner than cause possible ill-feeling with barristers' clerks on this circuit, we shall be much obliged if you will let Mr. ———'s clerk have his 12s. 6d.—Yours truly,

Messrs. E. Flux & Leadbitter.

Incorporated Law Society, U.K., Chancery-lane, London, W.C., June 9th, 1886.

Dear Sirs,—I beg to acknowledge the receipt of your letter of the 8th inst. and its enclosure, which will be laid before the council.—I am, dear sirs, yours faithfully,

(Signed) E. W. WILLIAMSON, secretary.

Messrs. E. Flux & Leadbitter, 144, Leadenhall-street, E.C.

Incorporated Law Society, U.K., Chancery-lane, London, W.C., June 16th, 1886.

Dear Sirs,—I am directed by the council to inform you that they have considered your communication with reference to counsel's clerks' fees, and I am desired to say that they see no reason for departing from the view already communicated by them to the profession. I am to add that they do not feel at liberty to institute inquiries as to how far the rule in question is adhered to by individual firms or members of the profession.—Yours faithfully,

(Signed) E. W. WILLIAMSON, secretary.

Messrs. Flux & Leadbitter.

144, Leadenhall-street, London, 21st June, 1886.

E. W. Williamson, Esq., secretary of the Incorporated Law Society.

Dear Sir,—

COUNSEL'S CLERKS' FEE.

We beg to thank you for your letter of the 16th inst., as to the new scale of counsel's clerks' fees, but we regret to add that we consider your letter extremely unsatisfactory.

Without instituting inquiries amongst the profession generally, it would be easy for the members of the council assembled to say what is the practice of their own firms. If the officers are half-hearted you cannot expect much seal from the rank and file, and if we receive no more satisfactory reply we fear we shall not, in future, attach much importance to circulars issued by the council.

We shall be obliged by your laying this letter before the council, and, we remain, Dear Sir, yours truly,

(Signed) E. FLUX & LEADBITTER.

144, Leadenhall-street, London, 20th July, 1886.

E. W. Williamson, Esq., secretary, Incorporated Law Society.

Dear Sir,—Not having been favoured with a reply to our letter to

you of the 21st ult., we suppose we must consider the correspondence closed. We shall now have to consider for ourselves which scale to adopt in future, and, unless you point out some objection to our doing so, we purpose sending the correspondence for publication, as we consider this subject is one of interest to the profession generally.—We remain, Dear Sir, yours truly,

E. FLUX & LEADBITTER.

Incorporated Law Society, U.K., Chancery-lane, London, W.C., July 23, 1886.

Dear Sirs,—I have your letter of the 20th inst.

In reply thereto I beg to inform you that the council are in communication with the Bar Committee on the subject of counsel's clerks' fees,—I am, Dear Sirs, yours faithfully,

E. W. WILLIAMSON, secretary.

Messrs. E. Flux & Leadbitter, 144, Leadenhall-street, E.C.

The following is the circular referred to in the above correspondence:—

(Copy Notice.)

At a meeting of the council held November 23, 1883,
Resolved—

That, it having come to the knowledge of the council that the clerks of some leading counsel are endeavouring to revive the old scale of clerks fees, the council think it right to inform the members of the society that in their view the scale of clerks' fees appointed by the new rules should be strictly adhered to.

With reference also to the fees payable to counsel as refreshers, the council recommend that members of the society should insist on these fees being limited to those allowed on taxation in all cases in which counsel or their clerks do not intimate to the solicitor before accepting the brief that a larger, and if so what, fee will be expected.

PAYMENT OF JURY FEES.

[To the Editor of the Solicitors' Journal.]

Sir,—We observe a note in your issue for the 24th ult. relative to the statement in the *Times* (Mr. Justice Field's remarks) as to the non-payment of the fees to the jury by the plaintiff's solicitors in a case therein referred to, and concerning which you put the following query:—"The statement is obviously imperfect; there must surely have been some demur on the part of the solicitor to payment of the fees to the jury?"

We offer you the following explanation:—

We acted for the defendant, and were present in court when the jury stopped the case on hearing our client's first witness, stating that they had made up their minds in his favour. Mr. Justice Field remarked that the action ought never to have been brought.

The associate thereupon handed the clerk to the plaintiff's solicitors a list of the court and jury fees to be paid by him, and, as he was unprepared with the amount, a communication was made to his lordship, who thereupon ordered the plaintiff's solicitors' clerk to stand forward, and addressed him in the words quoted by you.

We were informed by the associate, when we obtained the record and judgment in favour of our client, that the fees were paid later in the day.

GREENFIELD & ABBOTT
(Defendants' Solicitors).

37, Queen Victoria-street, E.C., August 4.

SOLICITORS' BOOK-KEEPING.

[To the Editor of the Solicitors' Journal.]

Sir,—I shall be much obliged if you or any of your readers would give me the name of a manual on a system of book-keeping suited to the requirements of a court advocate. JUNIOR.

NEW ORDERS, &c.

TRIALS OF CHANCERY CAUSES AT LIVERPOOL AND MANCHESTER.

RULES OF THE SUPREME COURT.

New Rule.

O. XXXVI. 22a. is hereby annulled, and the following rule shall be substituted therefor:

22a. If, on the 1st of June and the 1st of December respectively in any year, it shall appear that ten or more witness causes by the Principal Act assigned to the Chancery Division, proceeding in the District Registries of Liverpool and Manchester, or either of them, have been set down for trial in those Registries, special sittings for the trial of such causes, commencing as soon after those dates

respectively as conveniently may be, shall be held at Liverpool and Manchester, for the trial of the causes set down for trial at such places respectively, before one of the judges of the High Court, (according to such arrangements as may be from time to time determined amongst themselves): Provided that, in any case where at the time aforesaid it shall appear that the number of such causes is less than ten, no special sittings shall take place for that occasion, but the causes shall, subject to any application which may be made to change the place of trial, be included in the list of trials for the next ensuing assizes at Liverpool and Manchester, as the case may be: Provided also that, if it shall appear to the judge holding any such special sittings, that any cause appearing in the list for trial thereat has no local connexion with the County Palatine of Lancaster, he may order the same to be struck out, and give such directions as he may think fit as to the trial thereof in the High Court.

RIOT (DAMAGES) ACT, 1886.

REGULATIONS AS TO CLAIMS FOR COMPENSATION.

In pursuance of the above-mentioned Act, I, the Right Honourable Hugh Oulling Eardley Childers, one of Her Majesty's Principal Secretaries of State, make the following regulations:—

1. All claims for compensation under the Act shall be made in writing, and shall be delivered as under:—

When the matter in respect of which the claim is made arises in—
The City of London and the liberties thereof, to the Town Clerk of London.

The Metropolitan Police District, to the Receiver for the Metropolitan Police District.

Any county, riding, parts, division, or liberty of a county maintaining a separate police force, to the clerk of the peace.

A borough maintaining a separate police force, to the town clerk.

Any town, not being a borough, and maintaining a separate police force under any local Act of Parliament, to the clerk to the commissioners or other authority under the local Act.

The river Tyne, within the limits of the Acts relating to the Tyne Improvement Commissioners, to the secretary to the commissioners.

2. All claims shall be so delivered (a) if in respect of any such injury, stealing, or destruction as took place in the interval between the passing of the said Act and the publications of these regulations in the *London Gazette*, within fourteen clear days after such publication; (b) if in respect of any such injury, stealing, or destruction as takes place subsequent to such publication, then within fourteen clear days after the day when such injury, stealing, or destruction took place.

Provided that with respect to any claim in either of the above cases (a) and (b) the police authority, on application to be made before the expiration of the fourteen days, may, for special cause shewn, enlarge the period of fourteen days to twenty-one days, and in the event of such application being refused the applicant may, within seven days after such refusal, appeal to the Secretary of State, and his decision shall be conclusive as to whether the claim shall be received.

3. All claims shall be on forms prepared for the purpose and obtainable from any of the publishing firms whose names are printed at the end of these regulations.

4. The claim shall specify the name and address of the claimant, the day and hour on which the injury, stealing, or destruction took place; and as to the premises, whether they are a house, shop, or building, and where they are situated, and the nature of the claimant's interest therein.

5. The claim shall state separately the sums claimed for—(a) destruction of premises; (b) injury to premises (including injury to windows, fittings, or fixtures thereof); (c) injury to other property in or on the premises; (d) theft or destruction of other property in or on the premises; distinguishing, as regards (c) and (d), property belonging to the claimant from property belonging to others in his care.

6. Where the claim is in respect of injury done either to premises or to property therein, it shall state shortly the nature of the injury; if the injury has been repaired it shall state the cost of the repairs, and be accompanied by the bill for such repairs; if the injury has not been repaired, but is repairable, then the claim shall contain a specification of repairs required and an estimate by a competent person of their cost.

7. Where the claim is in respect of property in or upon premises, whether such property has been injured, stolen, or destroyed, it shall, when practicable (except in the case of articles of the same nature and of small value, and except where the cost of repairs only is claimed), specify each article separately, and the sum claimed for it or for the injury thereto; and, when practicable, the claimant shall send with his claim vouchers or copies of vouchers for the sums paid by him for the property.

8. In all cases the claim shall state generally the evidence which the claimant is prepared to offer in support of it, and the place where such documents as he proposes to put in evidence may be inspected; and whether the claimant has received or may receive, or is entitled to, any compensation from any (and, if so, what) source for any loss included in his claim, and the amount of such compensation.

9. The claimant shall verify the claim by himself making such a statutory declaration, and by procuring and furnishing to the police authority such statutory declarations of other persons as the police authority may require; and he shall produce to the police authority and to any person nominated by that authority all such documents under his control as are needed to support his claim, and shall deliver to the police authority copies thereof or extracts therefrom as may be required, and

shall give to the police authority, or any person nominated by that authority access to the premises and produce the property for injury to which the claim is made.

10. The police authority may make separate awards as regards property of the claimant and property not belonging to him.

When an award includes compensation for property in the care of, but not belonging to, the claimant, it may provide that, prior to payment, either the claimant shall produce receipts from the owners for the sums payable to them or their authority to him to receive the same, or that the claimant or some other persons to be approved by the police authority, shall enter into a bond or personal undertaking with the police authority in such sum as the award shall name for securing payment to the owners of such property of the sums due to them. When an award includes compensation for stolen property, it may provide for a similar bond or undertaking for securing either repayment to the police authority of the whole or such part as the police authority may determine of the compensation paid for such stolen property as may be subsequently recovered, or the delivery of the property so recovered to the police authority to be realized by them for the benefit of the police rate.

11. No costs will be allowed to any claimant.

12. The above regulations shall, with the necessary variations, apply:—

(a) In the case of the plundering, damage, or destruction, of any ship or boat stranded or in distress, on or near the shore of any sea or tidal water, or of any port of the cargo or apparel of such ship or boat, by persons riotously and tumultuously assembled together; and (b) In the case of the injury or destruction, by persons riotously and tumultuously assembled together, of any machinery (whether fixed or movable) prepared for or employed in any manufacture or agriculture, or any branch thereof, or of any erection or fixture about or belonging to such machinery, or of any steam-engine or other engine for sinking, draining, or working any mine or quarry, or of any shaft or erection used in conducting the business of any mine or quarry, or of any bridge, wagon, way, or truck for conveying minerals or other product from any mine or quarry.

Whitehall, July 28.

HUGH C. E. CHILDERS.

[*London Gazette*, August 3.]

PROBATE AND DIVORCE REGISTRIES.

NOTICE.—VACATION, 1886.

Taxation of Costs.—The Registrars of the Probate and Divorce Registries of Her Majesty's High Court of Justice will not tax any bill of costs or proceed upon any petition for alimony after Thursday, 12th of August until Monday the 25th of October, except under special circumstances to be stated in a written application addressed to them.

Summonses.—On Wednesday, 18th of August, and on every succeeding Wednesday until the 20th of October inclusive, one of the registrars will sit at the Principal Probate Registry, Somerset House, to hear summonses at half-past 11 o'clock.

Motions.—On Wednesday, 18th of August, 1st, 15th, and 29th of September, and 13th and 20th of October, one of the registrars will sit at the Principal Probate Registry, Somerset House, to hear motions at half-past 12 o'clock.

All papers for motions are to be left with the clerk of the papers or the chief clerk of the Divorce Registry, before 2 o'clock on the preceding Saturday.

Office Hours. On and after 13th of August and until 23rd of October inclusive, the offices of the Probate and Divorce Registries of the High Court of Justice will be open to the public on Saturdays at 10 o'clock a.m.; and closed at 2 o'clock p.m., and on every other day of the week these offices will be opened at 11 o'clock a.m., and closed at 3 o'clock p.m.

Department for Literary Inquiry.—On and after the 9th of August and until the 18th of September inclusive, this department will be entirely closed.

CASES OF THE WEEK.

COURT OF APPEAL.

JAMES v. PARRY—C. A. No. 2, 2nd August.

TRADE-MARK.—REGISTRATION.—PICTORIAL REPRESENTATION OF ARTICLE—TRADE-MARKS REGISTRATION ACT, 1875, s. 10.

This was an appeal from the decision of Pearson, J. (*ante*, p. 155, L. R. 31 Ch. D. 340). The case raised a point upon which there has been no previous decision in this country—viz., whether a picture representing the article to which the trade-mark is applied is the proper subject of a trade-mark, and can be registered as such. The plaintiffs some years ago designed a new shape for blacklead blocks—viz., a short cylinder, rounded or "domed" at one end. The name of "dome" or "dome-shaped" was applied to blacklead of the plaintiff's manufacture, and they registered this shape as a design in 1861, under an Act then in force, which has since been repealed. In 1877 they registered the trade-mark which was the subject of this action. It consisted simply of a representation in black of the shape in which their article was made up. The action was brought to restrain the defendants from infringing the plaintiffs' trade-mark. The defendants moved to have the plaintiffs' design removed from the register of trade-marks, on the ground that it was not the proper subject of a trade-mark. Pearson, J., held that a pictorial representation of the actual article to which a mark is applied is not the proper subject of a trade-mark, and he ordered the plaintiff's mark to be removed from the register.

In so deciding he followed some American decisions on the Act in force in that country. Since the hearing the defendants had ceased to manufacture blacklead, and had discontinued the use of the mark in question, so that the injunction had become immaterial to the plaintiffs; but the plaintiffs appealed from the decision so far as it ordered the registration of their trade-mark to be vacated. The defendants did not appear. The Court of Appeal (COTTON, LINDLEY, and LOPES, L.J.J.) reversed the decision. COTTON, L.J., said that the only question was whether the dome could be registered as a trade-mark. The plaintiffs could not claim any monopoly in the shape. But the registration of the mark did not purport to give them any such monopoly. They claimed a right to use the dome as their trade-mark, in whatever shape they might sell their blacklead. In his lordship's opinion there was nothing to prevent the dome being registered under the Act as a trade-mark. The Act of 1875 required (section 10) that a trade-mark should consist of (*inter alia*) "a distinctive device, mark, heading, label, or ticket." Was this dome a "mark"? It certainly was. Was it distinctive? His lordship thought it was, and that it would be so even if the plaintiffs sold their blacklead in a different shape. Pearson, J., had treated the case as an attempt to register a picture of the article which was sold. But it was not really that. It was true that the plaintiffs sold their blacklead in the shape of a dome. But they impressed the mark on the article as their trade-mark, and, in his lordship's opinion, the dome could be registered as a trade-mark. He thought that the American cases were not authorities upon the point raised in the present case. LINDLEY, L.J., said that the evidence proved that the dome was a distinctive mark. Why, then, should not the plaintiffs place it upon the article which they sold? If they chose to sell their blacklead in the shape of a cube or a sphere, why should they not mark it with a dome? His lordship was unable to adopt the view of the American judges as applied to the English statute. LOPES, L.J., said that by a "distinctive mark" he understood a mark as to which, in case of an alleged infringement, it would be clear what that infringement was, and a mark distinct from all other marks used in the same class of trade. It could not be disputed that the "dome" would be a "distinctive mark" if the plaintiffs sold the article in the shape of a square. Why was it the less a "distinctive mark" because the article was sold in the shape of a dome? The American cases were of very little value without seeing the American Act upon which they were decided.—COUNSEL, Sir R. Webster, Q.C., Cozens-Hardy, Q.C., and Carpmael. SOLICITORS, Wilson, Bristows, & Carpmael.

Re WHITELEY, WHITELEY v. LEAROYD—C. A. No. 2, 31st July.

TRUSTEE—BREACH OF TRUST—POWER TO INVEST ON REAL SECURITIES—INVESTMENT ON MORTGAGE OF FREEHOLD PROPERTY EMPLOYED IN TRADE.

This was an appeal from a decision of Bacon, V.C. (*ante*, p. 337, 34 W. R. 450, L. R. 32 Ch. D. 196). The question was as to the liability of trustees for trust money which had been lost by its investment on insufficient security. The defendants were trustees under a will of a sum of £5,000, the will giving them power to invest in "real securities" in England and Wales. They invested £3,000 on a mortgage of freehold brickworks. Before taking the mortgage they had a valuation made, and their valuer pronounced the property to be good security for £3,500, without projected improvements. The value of the property was estimated as a going concern. The mortgagors afterwards became bankrupt, and the security proved insufficient. The trustees invested the other £2,000 on the security of four freehold houses. They employed a surveyor to inspect the property, and on his report that it was sufficient they advanced the money. This security also proved insufficient. Bacon, V.C., held that the trustees were liable in respect of the mortgage of the brickfield, but not in respect of the mortgage of the houses. The Court of Appeal (COTTON, LINDLEY, and LOPES, L.J.J.) affirmed the decision on both points. COTTON, L.J., said that he thought the brickfield was a real security. It was true the value of the land depended on the trade and machinery and plant; but land was real security, and did not become less real security because there were buildings upon it, or because the buildings and plant upon it were used for the purpose of trade. But it did not follow that the trustees were free from liability; there were other things to be considered. It was to be considered what was the liability of trustees having regard to the rules laid down by the court. It was the duty of the trustees to take such care in the matters of the trust as a reasonable and prudent man would take, not only in reference to the interests of the tenant for life, but also of those who were to follow. They were bound to invest in such a way as to produce a reasonable income, having regard to the interests of those to come after. In his lordship's opinion a trustee was not bound to have special knowledge. He was bound to consult those who had such knowledge on a question of value, but he did not accede to the argument that trustees must be acquitted of liability if they had not special knowledge. He was not inclined to deal harshly with a trustee, but he must treat him as a man of ordinary intelligence. In this case a surveyor was consulted—and he must presume a competent surveyor—and he advised that a sum of £3,500 could be safely advanced on this property. A larger margin was to be taken because the property was a brickfield. So far the circumstances were in favour of the trustees. But that was not all. The property was very small—ten acres. A prudent man ought to have had regard to that, though the mortgage produced a larger interest than it usually would have done. If the trustees had looked at the details of the valuation, they would have seen that the valuer put the land as worth £2,000, the buildings at £2,400, and the plant at £2,600. His lordship was of opinion that a prudent man, looking at these respective amounts, would not have advanced so large a sum on that security. Looking at the nature of the business, he did not say it was particularly hazardous, but it was one that

made it likely that in case of a forced sale the value as a going concern could not be realized. The buildings and plant could not be used for any other purpose. He therefore came to the conclusion on this head that the trustees were liable. With regard to the mortgage on the houses, he thought that the trustees, having obtained a valuation of a competent valuer, there was nothing to shew them that the value was not correct, and they were not liable. LINDLEY, L.J., said the principle applicable to cases of this description was stated by Jessel, M.R., in *Speight v. Gunt* (L. R. 22 Ch. D. 739), that a trustee ought to conduct the business of the trust in the same manner that an ordinary prudent man of business would conduct his own, and that beyond that there was no liability or obligation on a trustee. His lordship accepted that principle, but in applying it care must be taken not to lose sight of the fact that the business of a trustee, and the business which the ordinary prudent man was supposed to be conducting for himself, was the business of investing money for the benefit of persons who were to enjoy it at some future time, and not for the sole benefit of the person entitled to the present income. The duty of a trustee was not to take such care only as a prudent man would take if he had only himself to consider, but as if he were investing for the benefit of other people for whom he felt morally bound to provide. Here the trustees acted *bonâ fide*. They obtained advice. It was contended that that absolved them from liability. But that contention went too far. If it were to prevail the court would, in effect, decide that trustees could delegate their trust to any competent persons, and so terminate their own responsibility. That they could not do. They might and must seek advice on matters which they did not themselves understand, but in acting on that advice they must act with that prudence which he had endeavoured to describe. LOPES, L.J., said that the duty of a trustee in investing the money of his *cestui que trust* might be thus defined:—He must choose those investments only which were within the terms of his trust. In selecting investments within the terms of his trust he must use the care and caution which an ordinary prudent man of business, regardless of the pecuniary interests in the future of those having claims upon him, would exercise in the management of his own property. So much, he thought, would be required of a trustee; it would be unreasonable to require more.—COUNSEL, Marten, Q.C., and Seward Brier; Hemming, Q.C., and W. Baker. SOLICITORS, Jackson & Evans; Mackenzie & Rhodes.

Re HOBSON, WALKER v. APPACH—C. A. No. 2, 29th July.

TENANT FOR LIFE AND REMAINDERMAN—REVERSIONARY INTEREST—SALE—CAPITAL AND INCOME—APPORTIONMENT.

This was an appeal from the decision of Kay, J. (*ante*, p. 28). The question raised was as to the proper mode of apportioning, as between tenant for life and remainderman, the proceeds of the sale of a contingent reversionary interest. A testator had, by his will, bequeathed his residuary personal estate to trustees, upon trust to pay his debts and legacies, and to invest the residue, and to pay the income to E. H. for her life, and after her death upon trust for other persons. The residue consisted in part of a contingent reversionary interest in certain sums of money. For some years after the testator's death this interest was practically of no value, but it afterwards became indefeasible, except for the possibility of children by a lady who was past the age of child-bearing. The interest was about to be sold, and the parties interested asked the court to declare how the proceeds of sale ought to be apportioned between the tenant for life and the remaindermen. Kay, J., held that *Beavan v. Beavan* (L. R. 24 Ch. D. 649n), and *Re Earl of Chesterfield's Trusts* (L. R. 24 Ch. D. 643) applied, and he made a declaration that the surplus of the proceeds of sale (after payment of costs) ought to be apportioned between capital and income by ascertaining what sum, put out at interest at the rate of four per cent. per annum on the day of the testator's death, and accumulated at compound interest at that rate, with yearly rests, and deducting income tax, would, with the accumulations, have produced at the date of apportionment the amount of such surplus, and by attributing that sum to capital, and all the rest of the surplus to income. The reversioner appealed, and a compromise was afterwards arranged, and an order was by consent made by the Court of Appeal (COTTON, LINDLEY, and LOPES, L.J.J.) to the following effect:—The trustees of the will to raise a sum of £28,000 out of some stock forming part of the testator's residuary estate, and to pay that sum to the tenant for life. In addition to, and contemporaneously with that payment, the trustees out of the residue of the stock, were to purchase a Government annuity of £1,050 in the name, on the life, and for the benefit of the tenant for life. The sum of £28,000 and the annuity were to be accepted by the tenant for life in lieu of, and in satisfaction for, her life estate under the will in the reversionary interest, and also in lieu of, and satisfaction for, the income to arise during the remainder of her life from the portion of the residuary estate applied in payment of the £28,000 and in the purchase of the annuity. The trustees, instead of selling the reversionary interest, were to retain it until it should fall into possession, and to hold any moneys which should be received by them in respect of the reversionary interest, as and when it should fall into possession, upon the trusts declared by the will concerning the testator's residuary estate, subsequent to the trusts in favour of the tenant for life.—COUNSEL, Pearson, Q.C., and F. L. Wright; Robinson, Q.C., and W. C. Druse; Byrne, Hastings, Q.C., and Farwell. SOLICITORS, M. T. Hodding; Druse & Atlee; Sandilands, Humphrey, & Armstrong; Soames & Thompson.

CRAWFORD AND OTHERS v. NEWTON—C. A. No. 1, 29th July.

COVENANT TO REPAIR—"TENANTABLE REPAIR"—INTERNAL PAINTING AND PAPERING.

On the 29th of October, 1867, Bond, by an agreement for a lease, became tenant to Croft of a certain house for a term of five years, and

there was a provision that "the lessee should keep the inside of the buildings in tenable repair, and so deliver them up at the end of the term." The tenancy was continued beyond the five years as a tenancy from year to year on the terms contained in the agreement until 1884, when the tenant gave up the house. The plaintiffs are the executors of Croft, the landlord, and the defendant is the executrix of Bond, the tenant. The plaintiffs sued for damages for breach of the provision to deliver up the buildings in tenable repair. It appeared that the tenant had not painted or papered the house during the tenancy, and certain parts of the woodwork were worn away or decayed, and holes were left in the walls where the tenant's fixtures had been removed. Mr. Justice Cave, before whom the case was tried, held that the tenant was not bound to paper or paint or to put the house into decorative repair, but allowed the plaintiffs £20 for structural repairs, such as replacing the decayed woodwork and repairing the holes in the wall, and also for an extra coat of paint rendered necessary in one portion of the house where the woodwork had decayed. From this judgment the plaintiffs appealed, and contended that, under the words "tenable repair," the tenant was bound to deliver up the house in such a reasonable state of repair both as to paper and paint and otherwise that a new tenant could take it. Lord Esher, M.R., said that the case was fought by the plaintiffs at the trial on the ground that they were entitled to have the house papered and painted so that it should be in the same condition as when the tenant took it, and that the damages ought to be assessed on that footing. The learned judge came to the conclusion that the plaintiffs were not entitled to that extent. He decided that where any waste had been committed they would be entitled to compensation for that. As to the painting, he said that some paint might be necessary to prevent the woodwork from going to decay, and he held the tenant bound to paint to that extent; but beyond that he held that the tenant was not bound to paint, as that would be decorative painting, and "repair" had nothing to say to decoration. The question was whether the learned judge was bound to go further and hold that the tenant ought to have painted and papered where painting and papering had been done before. It was unnecessary to determine the exact meaning of the provision as to "tenable repair," though perhaps it would be very desirable to do so. But, at any rate, one might say that it only referred to the question of repair and not to the question of ornamentation. It was sufficient to decide this case to say that decorative painting, which was not wanted for the preservation of the building but for ornamentation, could not come within the terms of this provision or covenant. The same remark applied to papering, which of necessity was mere ornamentation. So without saying what "tenable repair" was, it was sufficient to say that painting and papering, beyond what was necessary to keep the house in repair, did not come within its terms. The judgment was therefore right. BOWEN and FRY, L.J.J., concurred. COUNSEL, *Forbes, Q.C., and W. Wills; Gainsford Bruce, Q.C., and C. M. Atkinson.—Times.*

HIGH COURT OF JUSTICE.

ARNOLD v. ROBINSON—Chitty, J., 2nd August.

PRACTICE—ADMINISTRATION—ACTION—ORDER GIVING LIBERTY TO ATTEND—COSTS.

This was an action for the administration of the estate of a deceased testator. One of the beneficiaries under the will, not made a party to the action, obtained an order for liberty to attend the proceedings at his own expense. The action being now heard on further consideration, the beneficiary asked for his costs of attending the proceedings in chambers, on the ground that such attendance had been of considerable benefit to the estate. CHITTY, J., said that the general rule was that such orders were taken out at the expense of the applicant, and that, even assuming that, in the present case, the applicant's attendance had been beneficial, yet there was nothing which justified the court in giving him his costs, for such costs should not be allowed except in extreme cases.—COUNSEL, *Romer, Q.C.; Macnaghten, Q.C., and Nalder; Fischer, Q.C., and Beaumont. Solicitors, Collyer, Bristowe, & Co.*

Ex parte PARSON, &c., OF ST. ALPHAGE'S—Chitty, J., 31st July. LANDS CLAUSES ACT, 1845, s. 69—LANDS TAKEN BY RAILWAY COMPANY—PAYMENT OUT.

This was a petition by the parson, churchwardens, and parishioners of the parish of St. Alphage, in the City of London, for payment out to them of a sum of £514 paid into court by the Commissioners of Sewers as the purchase-money of land taken by them belonging to the petitioners. It appeared that the petitioners had proposed to spend a sum of £1,000 in re-building the north porch of the parish church, and they prayed that payment of the £514 should be made to them upon their undertaking to apply the sum in the proposed re-building. It appeared that the petitioners had no power of sale. *Ex parte Tid. St. Giles's Charity* (17 W. R. 758), was referred to. The petitioners said that the property purchased was not charity property. CHITTY, J., said that it was by no means clear that the order could be made as asked, and the respondents raising no difficulty as to costs, he made an order for payment out to the petitioners upon the certificate of the chief clerk that at least the amount of the fund had been expended in building the porch, the commissioners paying the costs of the petition and consequent thereon.—COUNSEL, *Maidlow; J. Henderson. Solicitors, Chas. Smith; E. A. Baylis.*

Re TUNNO (DECEASED)—Chitty, J., 30th July. WILL—GIFT TO BUILD COTTAGES ON ESTATE IN OWNERSHIP OF PERSON NAMED—CHANGE OF OWNERSHIP.

In this case a testatrix bequeathed to her trustees and executors certain

moneys "upon trust to lay out and expend the sum of £700 in building six labourers' cottages on the Warnford Estate (now in the possession of E. Sartoris, Esq.), each cottage to contain four or five rooms, and to be built in such manner and form in other respects as my trustees in their discretion shall think fit." The testatrix and her husband had for many years resided on the Warnford Estate, but her husband, who predeceased her, devised the estate to the said E. Sartoris, a nephew. At the date of the testatrix's will E. Sartoris was in possession of the estate, but before the testatrix's death he had sold the fee simple to a purchaser. The legacy was claimed (1) by the purchaser as a gift to the owner for the time being of the estate, and he claimed to be paid the sum absolutely, in analogy to those cases where it had been held that a sum of money bequeathed to trustees to purchase a business or commission in the army for a nominee was payable to such nominee absolutely; (2) by E. Sartoris as a gift by implication to him as the then owner; and (3) by the residuary legatees on the ground that the gift was void, either because E. Sartoris did not fulfil the condition of being the possessor of the estate at the testatrix's death or as being within the restrictions of mortmain: (*Cox v. Davis* 26 W. R. 74, L. R. 7 Ch. 72). CHITTY, J., said that the purchaser could not take, for that would defeat the express intention of the testatrix, nor could E. Sartoris, for at the death of the testatrix he did not answer to the description in the will. The construction to be put on the bequest was rather that it was a gift to E. Sartoris if he should be in possession of the estate, and somewhat similar to a gift to A. and his heirs, tenants of the manor of Dale. To hold that it was a gift to the owner for the time being would be extravagant. The gift, therefore, was void, and fell into the residue. It was not, however, within the statutes of mortmain, for no charity was constituted by the terms of the bequest.—COUNSEL, *Warrington; G. Henderson; Romer, Q.C., and Bramley; Raikes.*

Re ARBENZ'S TRADE-MARK—Kay, J., 22nd July and 2nd August.

TRADE-MARK—REGISTRATION—"FANCY WORD"—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883 (46 & 47 VICT. c. 5), s. 64, SUB-SECTION 1 (c).

This was an application by A. Arbenz that, notwithstanding the opposition of Messrs. Osborne & Co., the registration of A. Arbenz's trade-mark might be proceeded with by the comptroller. The applicant, in 1881, introduced into England a new and special form of air gun which was manufactured for him on the Continent, and which was patented according to the laws of America, Germany, and France. This form of gun the applicant called the "Gem Air Rifle" or "Gun" or "Gem," and had, since 1881, continuously and exclusively employed the term "Gem" to denote that particular kind of air gun. The applicant was desirous of registering the word "Gem" as a trade-mark under the Trade-Marks Registration Act, 1875, but was unable to do so under that Act. In 1882 he began to supply Messrs. Osborne & Co. with "Gem" air rifles, and continued to do so from time to time till 1884. The applicant now applied to register the word "Gem" under section 64, sub-section 1, of the Patents, Designs, and Trade-Marks Act, 1883, which provides that, for the purposes of the Act, a trade-mark must consist of or contain at least one of the following essential particulars: "(c.) A distinctive device, mark, or brand, heading, label, ticket, or fancy word or words not in common use." This application was opposed by Messrs. Osborne & Co. on the grounds (1) that the applicant was not the proprietor of the trade-mark within the meaning of section 62 of the Act of 1883; (2) that the word "Gem" was not such a "fancy word not in common use" as could be registered under section 64, sub-section 1 (c.), of the Act; (3) that "Gem" rifles had been made and sold by other firms; and (4) that the "Gem" was a precise copy of another air gun which had for years been known as the "Junior." KAY, J., said that he had no doubt but that the trade-mark ought to be registered. The word "Gem" could not be said to be a term descriptive of the article, and it, therefore, came within the definition in section 64, sub-section 1 (c.), of the Act of 1883 of "a fancy word or words not in common use." On the evidence, his lordship was of opinion that the word "Gem" had not been previously used in connection with air guns until so applied by Arbenz, and that Arbenz was, therefore, entitled to register the word "Gem" as his trade-mark.—COUNSEL, *W. Farrer, Q.C., and Willis Bund; Aston, Q.C., and Macrory. Solicitors, J. S. Salaman; Robinson, Preston, & Stow.*

Re LEAF, SON, & CO.'S TRADE-MARK—Bacon, V.C., 30th July.

TRADE-MARK—REGISTRATION—"FANCY WORD"—COSTS—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883 (46 & 47 VICT. c. 57), s. 64, SUB-SECTION 1 (c.).

This was an application to register the word "Electric" as a trade-mark for velvets and velveteens under class 24, and the applicants asked that the Comptroller-General might be ordered to pay the costs. BACON, V.C., said that "Electric" was clearly a fancy word in connection with velvets, and ought to be registered. He had no power to make the Comptroller-General pay costs, but he should not give him any. COUNSEL, *Aston, Q.C., and Sebastian; M. Ingle Joyce. Solicitors, C. A. Bannister; Solicitor to the Board of Trade.*

Ex parte THE TRUSTEES OF THE FINSBURY AND CITY OF LONDON SAVINGS BANK—North, J., 31st July.

R. S. C., 1883, LV., 2 (2)—APPLICATION FOR PAYMENT OUT OF COURT—PETITION OR SUMMONS—CASE (WITH INTEREST) EXCEEDING £1,000.

This was a petition for the payment out of court of a sum of cash on deposit at interest, which had been paid into court by the Metropolitan Board of Works as the purchase-money of property of the petitioners

which they had taken under their statutory powers. The petitioners had conveyed the property to the board, and they asked that the sum which had been paid in (£1,000), together with the accrued interest, might be paid out to them, and that the board might be ordered to pay the costs of the petition. Rule 2 of order 55 provides that the business to be disposed of in chambers by the judges of the Chancery Division shall consist of the following matters (*inter alia*):—(2) "Applications for payment or transfer to any person of any cash or securities standing to the credit of any cause or matter, where the cash does not exceed £1,000, or the securities do not exceed £1,000 nominal value." The certificate of the Paymaster-General showed that there was £1,000 standing to the credit of the account, but a month's interest had accrued since the payment in, though the interest had not yet been carried to the credit of the account, this being, under the provisions of the Supreme Court Funds Rules, 1884, rr. 82, 83, only done half-yearly. The month's interest, however, would be payable when the money was paid out, and thus the sum to be paid out would exceed £1,000. On behalf of the board it was contended that, as only £1,000 stood to the credit of the account, the application ought to have been made by summons, and that they ought to pay only the costs of an application by summons. NORTH, J., said that, whatever the proper construction of the rule might be, he thought it was a fair case for presenting a petition, and, as he had a discretion, he should order the board to pay the costs of the petition.—COUNSEL, *Edward Clayton*; *Geare*. SOLICITORS, *Boulton, Sons, & Sandeman*; *R. Ward*.

Ex parte THE LANCASHIRE AND YORKSHIRE RAILWAY CO.—
NORTH, J., 31st July.

PAYMENT OUT OF COURT—MONEY PAID IN BY RAILWAY COMPANY AS SECURITY—DORMANT FUND—DEATH OF VENDOR—SERVICE ON REPRESENTATIVE—LANDS CLAUSES CONSOLIDATION ACT, 1845, s. 85.

This was a petition by a railway company for the payment out to them of a sum of £1,149, which had been paid into court by them in 1867, under the provisions of section 85 of the Lands Clauses Consolidation Act, 1845, as security for the purchase-money of some settled land which they had given notice to take under their statutory powers. The money was paid in to the account of the tenant for life. The company entered on the land, and the purchase-money was afterwards fixed by agreement at £1,955, and, in 1871, in consideration of the payment of that sum, the land was conveyed by the trustees of the settlement, with the consent of the tenant for life, to the company. The company omitted to apply at the time for the payment out of the sum in court. In 1883 the tenant for life died, and in 1884 the fund in court was, under the provisions of rule 101 of the Supreme Court Funds Rules, 1884, transferred to the list of dormant funds. The petition was served only on the official solicitor. On the hearing it was suggested that the representative of the tenant for life, to whose credit the money stood, ought to have been served, and *Ex parte The South Wales Railway Co.* (6 Rail. Cas. 151) was referred to. NORTH, J., said that, having regard to the long time which had elapsed since the conveyance to the company was executed and to the fact that it was owing to an oversight that the application was not made before, he thought he might dispense with service of the petition on the representative of the tenant for life.—COUNSEL, *Ratcliff*; *G. P. Leach*. SOLICITORS, *C. H. Mason*; *Official Solicitor*.

LUMLEY v. SIMMONS—Stirling, J., 24th July.

BILLS OF SALE ACT (1878) AMENDMENT ACT, 1882 (s. 9)—FORM IN SCHEDULE OF THE ACT—PROVISIONS FOR MAINTENANCE AND DEFEASANCE OF THE SECURITY.

The bill of sale in this case was granted in January, 1884, over certain goods and chattels, to secure £80 with interest "at the rate of one shilling in the pound per month." There was also a proviso for redemption on payment of the sum secured, by monthly instalments of £8 each, and also a proviso that, in the event of default being made in the payment of any instalment, all the instalments should become due, and that, if the grantee of the bill of sale became entitled to seize the chattels, he and his agents might enter and remain upon any premises where the chattels might be, and, if necessary, break open doors and windows, in order to obtain admission. This was an action by the grantor of the bill of sale to have it declared void as not being in conformity with the form in the schedule to the Act. The grantee had gone into possession of the goods and chattels, default having been made in paying the instalments. STIRLING, J., said that three objections had been raised against the validity of the bill of sale:—(1) that the rate of interest was not properly stated; (2) that the provision making all the instalments due on a default in the payment of one was invalid, having regard to the form in the schedule of the Act; and (3) that the power to break and enter was contrary to the Act. As to the first point, *Davis v. Burton* (31 W. R. 523, L. R. 11 Q. B. D. 537) laid down the rule "that the real principle of the form is that, whatever may be the consideration for the sum of money secured by the bill of sale, a fixed sum shall be stated therein in figures and in direct terms, and that sum, with rateable interest thereon, shall be recovered by the holder." *Myers v. Elliott* (34 W. R. 338, 16 Q. B. D. 526) was distinguishable. In his opinion the statement of the rate of one shilling per pound per month was sufficient. As to the second point, the bill of sale did conform to the Act as there was a stipulated time for payment. As to the third objection, it was clear that the form in the schedule admitted of certain additions—as, for instance, of terms relating to insurance, payment of rent, &c., for the maintenance or defeasance of the security. "Defeasance" included "realization" (*Consolidated Credit Corporation v. Gooney*, 34 W. R. 106, L. R. 6 Q. B. D. 24). Clauses as to realization must not infringe sections

7 and 13 of the Act. Neither of those sections was affected in its operation by the clause in question in the present bill, and, therefore, on the whole, he was of opinion that the bill was valid, and the action must be dismissed, with costs.—COUNSEL, *T. R. Wilkinson*; *R. Neville*. SOLICITORS, *C. A. Angier*; *M. Nordon*.

BANKRUPTCY CASES.

Ex parte FRYER, Re FRYER—C. A. No. 1, 30th July.

JUDGMENT DEBTOR—RECEIVING ORDER IN LIEU OF COMMITTAL—ORDER FOR PAYMENT OF DAMAGES BY CO-RESPONDENT IN DIVORCE SUIT—DEFAULT—DEBTORS ACT, 1869, s. 5—BANKRUPTCY ACT, 1883, s. 103, SUB-SECTION 5—DIVORCE COURT ACT (20 & 21 VICT. c. 85), ss. 33, 52.

The question in this case was whether a receiving order could be made under sub-section 5 of section 103 of the Bankruptcy Act, 1883, on the application of a husband, the petitioner in a divorce suit, against the co-respondent, who had made default in payment of damages which the Divorce Court had ordered him to pay to the petitioner. Section 5 of the Debtors Act, 1869, provides that, "subject to the provisions hereinafter mentioned, and to the prescribed rules, any court may commit to prison, for a term not exceeding six weeks, or until payment of the sum due, any person who makes default in payment of any debt, or instalment of any debt, due from him in pursuance of any order or judgment of that or any other competent court. Provided (*inter alia*) (2) that such jurisdiction shall only be exercised where it is proved to the satisfaction of the court that the person making default either has, or has had since the date of the order or judgment, the means to pay the sum in respect of which he has made default, and has refused or neglected, or refuses or neglects, to pay the same." Section 103 of the Bankruptcy Act, 1883, provides, by sub-section 5, that "where, under section 5 of the Debtors Act, 1869, application is made by a judgment creditor to a court having bankruptcy jurisdiction for the committal of a judgment debtor, the court may, if it thinks fit, decline to commit, and in lieu thereof, with the consent of the judgment creditor, and on payment by him of the prescribed fee, make a receiving order against the debtor." In the present case, at the trial of a divorce action, brought by a husband on the 5th of April, 1884, the jury found a verdict for £1,000 damages against the co-respondent. The judge made a decree nisi for the dissolution of the marriage, and ordered that the co-respondent should, within fourteen days from the service of the order on him, pay the £1,000 into court. In October, 1884, the decree was made absolute. On the 11th of August 1885, the order of the 5th of April was varied, and it was ordered that the co-respondent should pay the £1,000 to the petitioner forthwith for the purpose of settlement upon the children of the marriage. The co-respondent failed to pay any part of the £1,000, and on the 31st of May, 1886, the husband issued a judgment summons against him. On the hearing of the summons Cave, J. (in chambers), with the consent of the applicant, made a receiving order against the co-respondent in lieu of committing him. The Court of Appeal (Lord Esher, M.R., and Bowen and Fry, L.JJ.) discharged the order, on the ground that there was no jurisdiction to make it. On behalf of the co-respondent it was urged that the order of the Divorce Court for payment of the £1,000 to the husband did not constitute the husband a "judgment creditor" of the co-respondent; and also that the evidence did not shew that, since the date of the order, the co-respondent had had the means of paying the whole £1,000, and that, consequently, he had not made default in paying it within the meaning of section 5 of the Debtors Act, and there was no jurisdiction to commit him or to make a receiving order in lieu of committal. Lord Esher, M.R., said that it was essential that an application under sub-section 5 of section 103 should be made by a judgment creditor. The question therefore was, What was the relation between a husband and the co-respondent in a divorce suit against whom such an order had been made for the payment of damages? This depended on the construction of the Divorce Court Act. After a verdict for damages had been found against the co-respondent in a divorce suit the same result did not follow as after a verdict in a common law action. In a common law action the entry of judgment after verdict was a matter of course; it was a mere ministerial act, done at the instance of the successful plaintiff, and without any interference by the court; and the legal result was that the plaintiff could at once put a writ into the hands of the sheriff for execution. Nothing of this kind took place after such a verdict in a divorce suit. After the verdict an application must be made to the judge, who was exercising a judicial authority, and could dispose of the damages in such a way that not a farthing would go to the husband. The judge could order the amount to be settled on the divorced wife, or on the children, or he might order it to be paid to the husband for his personal benefit. The same result, therefore, did not follow as in a common law action, but an order of the court was required to enforce the verdict. Under section 52 of the Divorce Court Act orders of that court could be enforced by the process of a *f. fa.* But this was not the same *f. fa.* as that which would issue in a common law action. It did not issue by the voluntary act of the party; it was a similar process, but not the same. The nature of the relation between the husband and the co-respondent under such an order of the Divorce Court for the payment of damages by the co-respondent to the husband was determined by the Court of Appeal in *Ex parte Muirhead* (L. R. 2 Ch. D. 22), in which it was held that the sum so ordered to be paid did not constitute a good petitioning creditor's debt on the part of the husband against the co-respondent. The principle of that decision was this, that by such an order the husband was constituted an officer of the court to collect the money for the court from the co-respondent in order that the court might deal with it. It was not necessary to determine what the relation between the

husband and the co-respondent would be if the Divorce Court had made an order that the damages should be paid to the husband for his own personal benefit. But *Ex parte Muirhead* was really a decision that, when such an order was made for payment to him as had been made in the present case, he was merely made an officer of the court to collect the money. If so, could it be said that the husband was, in the ordinary meaning of the words, a "judgment creditor" of the co-respondent? There was nothing in the context of section 103, or the subject-matter, to shew that the words "judgment creditor" in sub-section 5 were not used in their ordinary sense, and it was impossible to say that a person who was thus constituted an officer of the court was a "judgment creditor" of the co-respondent within the ordinary meaning of the words. Consequently, the application not being made by a judgment creditor, Cave, J., had no jurisdiction to make a receiving order against the co-respondent. But under the Debtors Act he had jurisdiction to deal with the case, as was shewn by *Linton v. Linton* (L. R. 15 Q. B. D. 239, 29 SOLICITORS' JOURNAL, 501) in the ordinary way. Under the order of the court the co-respondent was bound to pay £1,000. The evidence shewed that he had been able to pay a part of it, and he had neglected to do so, and that brought him within the jurisdiction of the court. His lordship entirely abjured the argument that, if the debtor had not had the means of paying £1,000, but had had the means of paying a part of it, the court had no jurisdiction to commit him because he had not had the means of paying the whole. He was bound by the order to pay each pound of the sum which he was ordered to pay, and if he neglected to pay any part which he had the means of paying, the court had jurisdiction to commit him for the neglect. In the present case his lordship thought it would be proper to order the debtor to pay £100 within a month, and then to continue paying £7 10s. per month until the whole £1,000 was paid. BOWEN, L.J., said that *Ex parte Muirhead* was decided on the ground that, when such an order was made by the Divorce Court for payment of damages by a co-respondent to the husband, no debt at law or in equity to the husband was created, but he was simply constituted the receiver of the court for the completion of the order. No cause of action at law or in equity could arise. Whether the order could be used for the purpose of proof in the bankruptcy of the co-respondent it was not then necessary to decide. If that was the true effect of *Ex parte Muirhead*, could it be said that a husband, in whose favour this qualified advantage was created for the benefit of his children, was a "judgment creditor" of the co-respondent within the meaning of sub-section 3 of section 103 of the Bankruptcy Act, 1883? Were all the persons who might apply for a committal under section 5 of the Debtors Act necessarily "judgment creditors"? Section 5 in no way defined the persons who were to make the application; it only defined the offences which were to be punished by committal—"any person who makes default in payment of any debt, or instalment of any debt, due from him in pursuance of any order or judgment of that or any other competent court." At the first blush it would appear that many people might apply for a committal who did not strictly fill the character of a "judgment creditor." Section 103 of the Bankruptcy Act, 1883, transferred bodily to the Bankruptcy Court the jurisdiction as to committal under section 5 of the Debtors Act, and it was argued that it was intended to sweep up in one compendious phrase all the persons who could apply for a committal under section 5 of the Debtors Act, whether they were strictly "judgment creditors" or not, and to give the power of making a receiving order on the application of any person who was entitled under the Debtors Act to apply for a committal. But this was a quasi-penal clause, and the court ought not to go beyond the ordinary meaning of the words unless it could see some strong reason for so doing. His lordship could see no reason for doing so, except the suggestion that the words "judgment creditor" were used in a popular sense. If any person could apply who could apply for a committal under the Debtors Act, it would have been unnecessary to say "by a judgment creditor." He thought the sounder view was, that only a judgment creditor, in the strict legal sense, was intended. But he thought that the husband, though he was not a judgment creditor, was entitled to apply under section 5 of the Debtors Act, and that the order which the Master of the Rolls had mentioned was the proper one to make. FRY, L.J., concurred. He thought it unnecessary to express any opinion on the question whether the co-respondent had had means to pay, though he had not been in a position to pay the whole £1,000; but he did not intend to intimate any dissent from the view taken by the Master of the Rolls.—COUNSEL, Channell, Q.C., and Sidney Woolf; Cooper Willis, Q.C., and Herbert Reed. SOLICITORS, Crowders & Fiazar; G. Thompson & Son.

CASES AFFECTING SOLICITORS.

Re THE NORWICH EQUITABLE FIRE ASSURANCE CO.—C. A. No. 2, 4th August.

SOLICITOR—UNDERTAKING GIVEN BY IMPECUNIOUS-CLIENT.

In this case a question arose as to the insertion in an order of an undertaking by a person whom the solicitors who had the carriage of the order, knew to be impecunious so that his undertaking was of no value. The appeal was from an order made by Bacon, V.C., on the 26th of July, removing B. from the office of official liquidator of this company, and appointing W. in his place. B. had absconded, and it became necessary to appoint someone else in his place. A summons was taken out by the solicitors who had acted for B. as liquidator, in the name of H., a contributory, asking for the appointment of W., and this application was supported by other contributories. Another summons was taken out by creditors, asking for the appointment of Y. The matter was adjourned

into court, and the Vice-Chancellor appointed W., on his giving security in the usual way. At a later period of the day the Vice-Chancellor was asked to empower the liquidator to act immediately, before his security could be completed. Bacon, V.C., assented to this, on an undertaking by W. to give security within a week and not to receive any money until the security was given. The counsel who made the application was instructed that the solicitors were ready to deposit £1,000 with the chief clerk if the judge desired it, and that it was not desired that W. should receive any money till he had completed his security, the object being to protect the documents of the company. When the order came to be drawn up the registrar would not accept an undertaking by W., because he was not a party to the proceedings; and the order, as drawn up, contained an undertaking by H. that W. should give security, and that in the meantime H. would be answerable for the receipts of W. The solicitors, when they allowed the undertaking of H. to be inserted in the order, knew that he was impecunious, but the registrar was not informed of this. The Court of Appeal (CORROX, LINDLEY, and LOPES, L.JJ.) affirmed the order of the Vice-Chancellor, but they dismissed the appeal without costs. CORROX, L.J., said that H., on whose application the order was made, was indebted to the company for calls on his shares to the extent of £900, and the liquidator had taken no proceedings against him to recover that sum. The explanation given was that the liquidator's solicitors had told him that it would be of no use to take any proceedings. It was wrong to take out the summons in the name of H., because he was a mere form. The chief clerk, however, allowed this, because other contributories supported the summons. In his lordship's opinion the chief clerk was wrong, and the subsequent proceedings as to the undertaking shewed this. The registrar required that the undertaking should be given by the person in whose name the summons was taken out, and his undertaking was inserted in the order by the liquidator's solicitors. In his lordship's opinion, that was wrong. No solicitor ought to allow the undertaking of his client to be inserted in an order when he knew that it was utterly valueless. When the registrar would not draw up the order without an undertaking by some one other than W., application ought to have been made to the court again. The undertaking of a man who was known to be worth nothing ought not to have been substituted. His lordship thought that, under the circumstances, the court would not be justified in interfering with the order of the Vice-Chancellor. But, having regard to the person in whose name the application was made, and to the form in which the order was drawn up, the appeal would be dismissed without costs. LINDLEY, L.J., said that the solicitors had done wrong in allowing the order to be drawn up as it was; they knew that the undertaking of H. was not worth a farthing. They ought not to have allowed the order to be made on his application, or to be drawn up on his undertaking. The registrar knew nothing about his position. LOPES, L.J., concurred.—COUNSEL, Romer, Q.C., Maclean, Q.C., and Heath; E. S. Ford; Marten, Q.C., and Seward Brice; H. Burton Buckley; Warrington, Q.C., and Whiteaway. SOLICITORS, Phelps, Sidgwick, & Biddle; Bozall & Bozall; Martelli.

LEGAL APPOINTMENTS.

The Right Hon. HARDINGE STANLEY GIFFARD, Lord HALSBURY, who has been appointed Lord High Chancellor of England for the second time, is the third son of Mr. Stanley Lees Giffard, barrister, and was born in 1825. He was educated at Merton College, Oxford, and he was called to the bar at the Inner Temple in Hilary Term, 1850. He formerly practised on the South Wales and Chester Circuit, and he was for several years one of the prosecuting counsel to the Treasury at the Central Criminal Court. He became a Queen's Counsel in 1865, and he was M.P. for Launceston in the Conservative interest from 1877 till 1885. In 1875 he was appointed Solicitor-General and received the honour of knighthood, and he held that office till 1880. In June, 1885, he was appointed Lord High Chancellor and was created Baron Halsbury, but he retired in the following January. Lord Halsbury is constable of Launceston Castle and a bencher of the Inner Temple, of which society he was treasurer in 1881.

The Right Hon. EDWARD GIBSON, Lord ASHBORNE, who has been appointed Lord High Chancellor of Ireland for the second time, is the second son of Mr. William Gibson, of Rockforest, Tipperary, and was born in 1837. He was educated at Trinity College, Dublin, and he was called to the bar in Ireland in 1860. He became a Queen's Counsel in 1872, and he was Attorney-General for Ireland from 1877 till 1880. He was M.P. for the University of Dublin in the Conservative interest from 1875 till 1885, when he was created Lord Ashbourne and was appointed Lord High Chancellor of Ireland, and he held that office until January last. Lord Ashbourne is a bencher of Gray's-inn and of the King's-inn, Dublin.

Sir RICHARD EVERARD WEBSTER, Q.C., M.P., who has been appointed Attorney-General for the second time, is the second son of the late Mr. Thomas Webster, Q.C., and was born in 1842. He was educated at the Charterhouse, and he was formerly scholar of Trinity College, Cambridge, where he graduated as a wrangler and in the third class of the Classical Tripos in 1863. He was called to the bar at Lincoln's-inn in Easter Term, 1868, and he formerly practised on the South-Eastern Circuit. He became a Queen's Counsel in 1878. He received the honour of knighthood in July, 1885, on his appointment as Attorney-General, but he went out of office in the following January. Sir R. Webster was M.P. for Launceston from July till November, 1885, when he was elected M.P. for the Isle of Wight. He is a bencher of Lincoln's-inn.

The Right Hon. WILLIAM THACKERAY MARRIOTT, Q.C., M.P., who has been appointed Judge Advocate General for the second time, is the third son of Mr. Christopher Marriott, of Crumpsall, Manchester, and was born in 1834. He was educated at St. John's College, Cambridge. He was called to the bar at Lincoln's-inn in Hilary Term, 1864, and he formerly practised on the South-Eastern Circuit. He became a Queen's Counsel in 1877. In 1880 he was elected M.P. for Brighton in the Liberal interest. In 1884 he resigned his seat, and was re-elected as a Conservative. He was Judge Advocate General from July, 1885, till January, 1886. He is a bencher of Lincoln's-inn, and he was sworn in as a Privy Councillor on his first appointment as Judge Advocate General.

Serjeant JOHN SIMON, M.P., has received the honour of knighthood. Sir J. Simon is the only son of Mr. Isaac Simon, of Jamaica, and was born in 1818. He was educated at University College, London, and he graduated LL.B. of the University of London in 1841. He was called to the bar at the Middle Temple in Michaelmas Term, 1842, and he formerly practised on the Northern Circuit. He became a serjeant-at-law in 1864, and he received a patent of precedence in 1868. Sir J. Simon has been M.P. for Dewsbury in the Liberal interest since 1868.

Mr. MATTHEW HENRY BOX, barrister, has been appointed Prosecuting Counsel to the Mint for Somersetshire and the City of Bristol. Mr. Box is the only son of Mr. Thomas Box, of Bristol, and was born in 1842. He was called to the bar at Lincoln's-inn in June, 1881, and he practises on the Western Circuit and at the Somersetshire, Bath, and Bristol Sessions.

Mr. WILLIAM PICTON EVANS, solicitor (of the firm of Jenkins & Evans), of Cardigan, has been appointed Clerk to the Magistrates for the Kemes Division of Pembrokehire, in succession to the late Mr. William Vaughan James, of Haverfordwest. Mr. Evans was admitted a solicitor in 1861. He is registrar of the Cardigan County Court and clerk to the Magistrates and Commissioners of Income Tax for the Troedyrwyr Division of Cardiganshire.

Mr. JOHN GEORGE GIBSON, Q.C., M.P., who has been appointed Solicitor-General for Ireland for the second time, is the youngest son of Mr. William Gibson, of Rockforest, Tipperary, and brother of Lord Ashbourne, and was born in 1846. He was educated at Trinity College, Dublin, and he was called to the bar in Ireland in 1870. He became a Queen's Counsel in 1880, and serjeant-at-law in July, 1885. In November, 1885, he became Solicitor-General for Ireland and M.P. for the Walton Division of Liverpool.

Mr. HENRY JENKYN, C.B., Assistant Parliamentary Counsel, has been appointed Parliamentary Counsel in succession to Sir Henry Thring, resigned. Mr. Jenkyn is the eldest son of the Rev. Henry Jenkyns, and was born in 1838. He was educated at Balliol College, Oxford, where he graduated first class in Classics in 1860. He was called to the bar at Lincoln's-inn in Trinity Term, 1863, and he formerly practised in the Court of Chancery. Mr. Jenkyns has been Assistant Parliamentary Counsel since 1869, and he was created a Civil Companion of the Order of the Bath in 1879.

Mr. COURTENAY PEREGRINE ILLERT, barrister, C.I.E., succeeds Mr. Jenkyns as Assistant Parliamentary Counsel. Mr. Illert is the eldest son of the Rev. Peregrine Illert, and was born in 1841. He was educated at Marlborough College, and he was successively scholar and fellow of Balliol College, Oxford, where he graduated first class in Classics in 1864. He obtained the Hertford Scholarship in 1861, the Ireland Scholarship in 1862, the Craven Scholarship in 1864, and the Eldon Law Scholarship in 1867. He was called to the bar in Trinity Term, 1867, and he formerly practised in the Chancery Division. He was counsel to the Education Department from 1879 till 1882, in which year he was appointed Legal Member of the Council of the Governor-General of India.

Mr. FRANCIS OTTIWELL ADAMS, barrister, C.B., has been created a Knight Commander of the Order of St. Michael and St. George. Sir F. Adams is the only son of Mr. Joseph Hollingworth Adams, and was born in 1826. He was educated at Trinity College, Cambridge, where he graduated as a senior optime, and also in the third class of the Classical Tripos, in 1848, and he was called to the bar at Lincoln's-inn in Easter Term, 1852. He became Second Secretary of Legation at Washington in 1864, Second Secretary of Legation at Paris in 1866, Secretary of Legation in Japan in 1870, Secretary of Embassy at Berlin in 1872, and Secretary of Embassy at Paris in 1874. He has been Minister Plenipotentiary at Berne since 1879, and he was created a Civil Companion of the Order of the Bath in 1878.

Mr. SAMUEL PRICE, solicitor, of 38, Walbrook, has been elected a member of the Court of Common Council for the Ward of Walbrook. Mr. Price is also a member of the Metropolitan Board of Works, as a representative of the Islington Vestry. He was admitted a solicitor in 1864.

Mr. LEWIS JOHN KEMPTHORNE, solicitor, of Neath, has been appointed Clerk to the County Magistrates at that place, in succession to the late Mr. Alfred Curtis. Mr. KemPTHORNE is in partnership with his father, Mr. John KemPTHORNE. He was admitted a solicitor in 1877, and he is deputy coroner for the Western Division of Glamorganshire.

Mr. CHARLES HENRY ROBERTS, barrister, has been appointed Judge of the Supreme Court of the Turks and Caicos Islands. Mr. Justice Roberts is the second son of Mr. Abraham John Roberts and was born in 1840. He was educated at Christ Church, Oxford, where he graduated first class in Law and Modern History in 1862, and he was afterwards elected a fellow of All Souls' College. He was called to the bar at Lincoln's-inn in Easter Term, 1867, and he is a member of the South-

Eastern Circuit. He was Remembrancer of the City of London from 1873 till 1881.

Mr. EDWARD GEORGE CLARKE, Q.C., M.P., who has been appointed Solicitor-General, is the eldest son of Mr. Job Guyon Clarke, of Moorgate-street, London, and was born in 1841. He is an associate of King's College, London, and he was called to the bar at Lincoln's-inn in Michaelmas Term, 1864. He is a member of the South-Eastern Circuit, and he became a Queen's Counsel in 1880. He was M.P. for Southwark in the Conservative interest from February till April, 1880, and he has sat for Plymouth since July, 1880. He is a bencher of Lincoln's-inn.

The Right Hon. HUGH HOLMES, Q.C., M.P., who has been appointed Attorney-General of Ireland for the second time, is the son of Mr. William Holmes, of Dungannon, and was born in 1840. He was educated at Trinity College, Dublin, and he was called to the bar in Ireland in 1863. He became a Queen's Counsel in 1877, and he was for several months law adviser to the Lord-Lieutenant of Ireland. He was Solicitor-General for Ireland from 1878 till 1880, and Attorney-General from July, 1885, till January, 1886. Mr. Holmes was elected M.P. for the University of Dublin in July, 1885.

The Right Hon. JOHN HAY ATHOLL MACDONALD, C.B., Q.C., M.P., who has been appointed Lord Advocate of Scotland for the second time, is the son of Mr. Matthew Norman Macdonald, and was born in 1836. He was educated at the Edinburgh Academy and at the University of Edinburgh, and he was called to the bar in Scotland in 1859. He was Sheriff of Sutherlandshire, Ross-shire, and Cromartyshire from 1874 till 1876, Solicitor-General for Scotland from 1876 till 1880, Sheriff of Perthshire from 1880 till 1885, and Lord Advocate from July, 1885, till January, 1886. He became a Queen's Counsel in 1880, and he was Dean of the Faculty of Advocates from 1881 till 1885. Mr. Macdonald has been M.P. for the Universities of Edinburgh and St. Andrew since November, 1885, and he was created a Civil Companion of the Order of the Bath in January last.

Mr. JAMES PATRICK BANNERMAN ROBERTSON, Q.C., M.P., who has been appointed Solicitor-General for Scotland for the second time, is the son of the late Rev. Robert Robertson, of Forteviot, Perthshire, and was born in 1845. He was educated at the Edinburgh High School and at the University of Edinburgh, and he was called to the bar in Scotland in 1867. In July, 1885, he was appointed Solicitor-General for Scotland and was created a Queen's Counsel, but he went out of office in the following January. Mr. Robertson was elected M.P. for Butehire in the Conservative interest in November, 1885.

Mr. HENRY ARTHUR HUDSON, solicitor, proctor, and notary, of York, has been appointed Registrar of the District Probate Registry at York, on the resignation of Dr. Thomas Spinks, Q.C. Mr. Hudson was admitted a solicitor in 1863. He is registrar of the province and diocese of York, and of the archdeaconries of York and Cleveland.

Mr. THOMAS GAINSFORD RIDGWAY, notary public, of 19, Change-alley, E.C., commissioner of deeds and affidavits for the Colonies of Victoria and Tasmania and the State of New York, has been appointed to act in the same capacity for the States of Illinois, Texas, and Rhode Island.

Mr. THOMAS HULBERT, solicitor, of 4, Broad-street-buildings, Liverpool-street, E.C., has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. R. BARNES, solicitor, of 45, Finsbury-pavement, E.C., has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. ERNEST ALGERNON SPARKS has been appointed a Revising Barrister.

DISSOLUTIONS OF PARTNERSHIPS, &c.

WILLIAM REVELY GIBSON and CHARLES HENRY GIBSON, solicitors (W. R. & C. H. Gibson), of Newcastle-upon-Tyne. July 24. [*Gazette*, July 30.]

WILLIAM PAYNTER BARTON BROWNE and EDWARD GUY MAUNDER, solicitors (Barton Browne & Maunder), of 76, Chancery-lane. January 22.

ANTHONY BUCK CREEKE, THOMAS GUINAN SANDY, and JOHN GHEST, solicitors (Creeke, Sandy, & Ghest), of Bacup and Waterfoot, Lancashire. July 28. [*Gazette*, Aug. 3.]

LAW STUDENTS' JOURNAL.

THE INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 7th and 8th of July, 1886:—

Ambler, William Henry Tate	Boulton, Frederic James
Andrews, Richard Coulton	Bowden, William James
Bailey, Sydney Alexander	Bray, Gildart Harvey
Bass, Arthur Sydney	Brook, Willie
Batty, Christopher North Rockby	Burchell, Tufnell
Bayley, William Oliver	Cale, Acton John
Beardall, Lennox John	Cavitt, Thomas Emerton
Belton, Edward Joseph	Chapman, Arthur
Bennett, Anthony Henry Armitage	Cheesman, Charlie
Blahop, Frederick William	Clarke, Arthur

Coles, William Henry Somerset
Conway, Philip Charles
Cooke, William Joel
Corley, Albert Ferrand
Cowie, Hugh Alexander
Currie, Mark Henry Edward
Darbyshire, John Harrison
Davies, Walter Percy Lionel
Dobinson, Robert John
Dowse, Esmonde Henry Augustine
Kenrick
Duncan, Albert Charles
Dunster, Edward Luiz
Eagleton, Leonard Osborne
Edmunds, David Rees
Emanuel, Charles Ansell
Emanuel, Willie
Emanuel, Jonas Jacob
Evans, Alfred Edward
Evans, John Boucher
Evans, Richard Gwynne
Everdell, Herbert
Fairburn, Arthur Millward
Fisher, Edward Lamley
Fletcher, William
Ford, Mortimer Brutton
Forward, Herbert Temple
Freeman, Charles Blomfield
Gamlin, Francis John
Gibson, Joseph
Giles, Alfred
Glover, Joseph Hamilton
Goldie, Lewis Alexander
Habershon, George Reuben
Halsey, Bernard Edward
Handcock, Henry Harrison
Hind, Lewis Westbrook
Hodge, Henry
Hood, Joseph
Howard, Allen
Hughes, Henry Barton
Ibberson, Henry
Ince, Cecil Henry Blundell
Jenkins, Charles Edward
Jenkins, William McIntosh
Jenkinson, William Southward
Jennings, Albert Richard
Jones, William Douglas
Kay, Arthur
Lambert, Henry Thomas
Lawson, Frank
Leicester, Osmond
Lester, Henry Frederick Maddock
Lewis, Robert Ajax
Lloyd, John
McConnell, Murray
Male, William Henry
Marshall, Thomas
Martin, George Albert

Mathews, Henry Noble
Mayo, Thomas Worfold
Meakin, James Robinson
Metcalfe, Robert Kynaston
Miller, Mark Percival
Milton, James Clymo
Moore, Neville Gregory
Musgrave, Arthur
Nicholson, Charles Lothian
Oldrey, Eustace Nugent
O'Regan, James
Orme, William Thomas Mansfield
Perry, John James
Pinkett, Frederic Philippe
Poppleton, George
Pott, James
Powell, Wilfrid
Prentice, Reginald Wickham
Pritt, Noel Hendy
Pugh, John Jones
Radford, Leslie Charles
Rawson, Benjamin
Robbins, Charles Samuel
Rodell-James, Egbert
Rose, Leonard Roebuck
Sandford, Herbert Edward
Seacome, R. O.
Smethurst, Alexander
Smith, Alexander
Speakman, John Richard
Spencer, John James
Staffurth, Ernest Hugh
Stallard, Alfred William
Stewart, John
Stratton, Undecimus
Symonds, William Frederick John
Taylor, Herbert Edward
Thomas, John Daniel
Thomas, Joseph Morgan
Thompson, Robert Vowles
Thornhill, Alfred Hugh
Timms, Alfred Henry
Tower, Arthur Ernest
Trenchard, John Henry Mohun Ashfordby
Urwin, James William
Van der Gucht, Harold
Van Tromp, Harold Humphries
Vickers, Charles Ernest
Ward, William
Watkins, William Francis
Watson, George Peregrine Hugh
Wearing, Richard Rowland Parke
Wedlake, Charles Noel
Wheeler, George Gabriel Glasspool
Whitmore, Lechmere Frederick
Ainallie
Wren, Robert Montagu

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

ÆOLUS WATERSPRAY AND GENERAL VENTILATING COMPANY, LIMITED.—Kay, J., has fixed Tuesday, Aug. 10, at 12, at his chambers, for the appointment of an official liquidator.

BRITON MEDICAL AND GENERAL LIFE ASSOCIATION, LIMITED.—Petition for winding up, presented July 28, directed to be heard before Kay, J., on Oct. 30. Hill, 2. Old Serjeants' inn, Chancery lane, solicitor for the petitioner.

CHARLES S. CAMPBELL AND COMPANY, LIMITED.—By an order made by Chitty, J., dated July 24, it was ordered that the company be wound up. Foss and Ledam, Abchurch lane, solicitors for the petitioner.

FLOYD CAR COMPANY, LIMITED.—Bacon, V.C., has fixed Aug. 9, at 12, at his chambers, for the appointment of an official liquidator.

NORTH WEST PROVINCES AND OUDER ICE COMPANY, LIMITED.—Petition for winding up, presented July 29, directed to be heard before Bacon, V.C., on Saturday, Oct. 30. Fishers, Essex st, Strand, solicitors for the petitioner.

SHRATHER, SONS, AND COMPANY, LIMITED.—Chitty, J., has, by an order, dated July 16, appointed Henry Newson Smith, 37, Walbrook, to be official liquidator. Creditors are required, on or before Sept. 15, to send their names and addresses and the particulars of their debts or claims, to the above. Monday, Oct. 25, at 11, is appointed for hearing and adjudicating upon the debts and claims.

STEEL GRADE TRAMWAYS AND WORKS COMPANY, LIMITED.—Creditors are required, on or before Sept. 15, to send their names and addresses, and the particulars of their debts or claims, to John Macdonald Henderson, 2, Moorvale st bridge, Thursday, Oct. 28, at 12, is appointed for hearing and adjudicating upon the debts and claims.

VACUUM PUMP AND ICE MACHINE COMPANY, LIMITED.—Petition for winding up, presented July 27, directed to be heard before North, J., on August 7. Davidson and Morris, Queen Victoria st, solicitors for the petitioner.

WYCLIFFE STEAMSHIP COMPANY, LIMITED.—Petition for winding up, presented July 27, directed to be heard before Bacon, V.C., on Aug. 7. Hogan and Hughes, Martin's lane, Cannon st, solicitors for the petitioner.

[Gazette, July 30.]

CHARLES S. CAMPBELL AND COMPANY, LIMITED.—Chitty, J., has fixed Wednesday, Aug. 11, at 12, at his chambers, for the appointment of an official liquidator.

LINCOLN'S INN WHOLESALE PUBLISHERS' BOOKBINDING COMPANY, LIMITED.—Petition for winding up presented July 20, directed to be heard before the Vacation Judge on Aug. 18. Gorton, Bedford row, solicitor for the petitioner.

NATHAN NEWMAN AND COMPANY, LIMITED.—North, J., has fixed Aug. 11, at 1, at his chambers, for the appointment of an official liquidator.—By an order made by North, J., dated July 24, it was ordered that the company be wound up.—North, J., has, by an order, dated July 24, appointed Mr. John Young, 14, Coleman st, to be provisional official liquidator. Abrahams and Co., Old Jewry, solicitors for the petitioner.

READ, BROS., AND COMPANY, LIMITED.—Chitty, J., has fixed Aug. 12, at 11, at his chambers, for the appointment of an official liquidator.

[Gazette, Aug. 3.]

FRIENDLY SOCIETIES DISSOLVED.

CONVICT PRISON OFFICERS' BENEFIT SOCIETY, Her Majesty's Prison, Woking, Surrey. July 30

DAUGHTERS OF AMITY FRIENDLY SOCIETY, Suffolk Arms, Boston st, Hackney rd. July 29

JUBILEE GIFT FUND SOCIETY, The Crown, Spa rd, Brompton. July 30

KING'S SUTTON FRIENDLY SOCIETY, Three Tuns Inn, King's Sutton, Northampton. July 29

WAKEFIELD HUMANITY FRIENDLY SOCIETY, Talbot and Falcon Inn, Northgate, Wakefield, York. July 27

WIDOWS' AND ORPHANS' FUND, HYDE DISTRICT, ANCIENT ORDER OF FORESTERS, Hyde lane, Hyde, Chester. July 30

[Gazette, Aug. 3.]

SUSPENDED FOR THREE MONTHS.

COURT EXCELSIOR, Ancient Order of Foresters' Friendly Society, Ship Inn, Lower Stoke, near Rochester, Kent. July 28

COURT ST. WARBURG, Ancient Order of Foresters' Friendly Society, Five Bells Inn, Hoo, nr Rochester, Kent. July 28

[Gazette, July 30.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF CLAIM.

BREWIS, JOHN, Golborne, Lancaster, Cotton Spinner. Aug 18. Brewis v Brewis and The Manchester and Liverpool District Banking Co, Limited v Brewis, Registrar, Manchester District. Grundy and Co, Manchester

MOORE, WILLIAM, and CHARLES PRIOR, Bury st, St Mary Axe, Tea Dealers. Aug 2. Prior v Bagster, Kay, J. Newson and Co, Wardrobe pl, Doctors' commons

SILVA, CHARLES GEORGE JOHNSON DA, Burntwood, Wandsworth common, Esq. Aug 28. Shepherd v The Royal Medical Benevolent College, Chitty, J. Simpson, Moorgate st

[Gazette, July 30.]

BROOKS, WILLIAM, Gt Grimsby, Gent. Sept 25. Bennett v Brooks, Bacon, V.C. Ingoldby, Louth

CARRUTHERS, WILLIAM, Manchester, Tailor. Aug 17. Carruthers v Carruthers, Registrar, Manchester. Ryland and Son, Manchester

PICKERING, ROBERT, Gravesend, Kent, Printer. Sept 30. London and Provincial Bank, Limited v Pickering, North, J. Chapman, Gravesend

[Gazette, July 23.]

BATTERS, GEORGE, Austin Friars, Share Dealer. Oct 1. Lane v Batters, Kay, J. Stapcoole, Old Broad st

[Gazette, July 27.]

CREDITORS UNDER 22 & 23 VICT. CAP 36. LAST DAY OF CLAIM.

BENNETT, RICHARD, Liverpool, Secretary. Sept 6. Pierce and Hartley, Liverpool

BLUNDIE, MARY, Middlewich, Chester. Sept 1. Miller and Co, Liverpool

CHARLES, EDWIN, Llanharan, Glamorgan, Gardener. Aug 31. Edwards and Le Brasseur, Pontypool

DODDS, GEORGE ANDERSON, South Shields, Solicitor. Aug 30. Wood, Southam

DUNNELL, THOMAS, Newton Grange, Gargrave, York, Farmer. Aug 23. Ernest Wright, St. Peter's

HALES, MARY BARBARA FELICITY, Sarro Court, St Nicholas, Isle of Thanet. Sept 1. Sankeys and Co, Canterbury

HAWKINS, HARRIET, Birchfields, nr Birmingham. Aug 31. Toser and Co, Exeter

SOCIETIES.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, August 5—the following being present—viz., Mr. Boodle (chairman), and Messrs. Finch, Hedger, Burt, Whitehead, Rine-Haycock, and A. B. Carpenter (secretary)—a grant of £25 was made to three non-members, and the ordinary general business was transacted.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT		V. C. BACON.		Mr. Justice KAY.
	No. 1.	No. 2.	No. 1.	No. 2.	
Mon., Aug. 9	Mr. Jackson	Mr. Ward	Mr. Carrington	Mr. Farrer	King Farrer King
Tuesday ... 10	Carrington	Pemberton	Jackson	Carrington	
Wednesday ... 11	Pugh	Ward	Carrington	Farrer	
Thursday ... 12	Lavie	Pemberton	Jackson	King	
		Mr. Justice CHITTY.	Mr. Justice NORTH.	Mr. Justice STIRLING.	
Monday, August	9	Mr. Clowes	Mr. Leach	Mr. Lavie	
Tuesday ...	10	Koe	Beal	Pugh	
Wednesday ...	11	Clowes	Leach	Lavie	
Thursday ...	12	Koe	Beal	Pugh	

The Long Vacation will commence on Friday, the 18th day of August, and terminate on Saturday, the 23rd day of October, 1886, both days inclusive.

HAYLING, RICHARD, Hereford, Gent. Sept 1. Corner and Corner, Hereford.
 HEALD, LUKE, Middleton, nr Manchester, Gent. Aug 13. Minor, Manchester.
 HICKSON, HARRIOT, Runcorn, Chester. Aug 11. Day and Lake, Runcorn.
 LANCASTER, JAMES HOLLAND, Litherland, Lancaster, Sept 1. Miller and Co, Liverpool.
 LITTLE, MARY, Southend, Essex. Aug 18. Gregson, Southend.
 LOW, ANDREW, Beauchamp Hall, Leamington. Sept 1. Clarke and Co, Gresham House, Old Broad st.
 MASON, HUGH, Ashton under Lyne, Cotton Spinner. Sept 1. Hadfield, Manchester.
 O'REILLY, CAROLINE RACHEL, York. Sept 1. Smithsons and Teasdale, York.
 OWENS, LUKE, Watford, Hertford, Licensed Victualler. Aug 27. Hanbury and Co, New Broad st.
 PARKINSON, ELIZABETH, Calverley, York. Aug 23. Jessop, Bradford.
 ROBERTS, JOSEPH, Mina rd, Old Kent rd, Retired Grocer. Aug 18. Burr, Little Britain.
 ROBERTSON, JAMES, Bolsover st, Marylebone, Clerk in Holy Orders. Aug 24. Foster, Birchinn lane.
 ROBINSON, THOMAS, Stuart Villa, Wood Green, Retired Builder. Oct 19. Mander, New sq, Lincoln's inn.
 SCREEN, ARTHUR, Morton, Gloucester, Yeoman. Aug 20. Scarlett and Co, Thornbury.
 SHIRHEAD, JAMES, Bacup, Lancaster, Accountant. Sept 1. Wright, Bacup.
 SIMMS, GEORGE, Forchester gate, Esg. Sept 1. Oldman, Old Serjeant's inn, Chancery lane.
 SPECK, MARY, Brighton, Linendrapier. Sept 20. Woods and Dempster, Brighton.
 STEEDMAN, WILLIAM ROBERT, Polstead, Suffolk, Farmer. Sept 1. Stevens and Co, Witham.
 TASKER, THOMAS, Seaton st, Hampstead rd. Aug 24. Herman, Bartholomew close.
 VIDLER, WILLIAM, Mayfield, Sussex, Retired Farmer. Aug 31. Sprott and Son, Mayfield.
 WALKER, OSBORNE PETER, Hart st, Wine Merchant. Sept 4. Mount and Son, Gracechurch st.
 WATKINSON, THOMAS, Beddington, Surrey, Licensed Victualler. Sept 4. Rowland, Croydon.
 WILLIAMS, FRANCIS EDWARD, Waterville, Kerry, Ireland, Esq. Aug 30. Parker, Worcester.
 WOLFENDEN, JAMES RAWSTHORNE, Bolton, Lancaster, Cotton Spinner. Aug 31. Walker Palmer Fullagar, Mealhouse lane, Bolton.
 [Gazette, July 23.]
 BENNETT, MARIA, Wynell rd, Forest Hill. Sept 1. Grover and Humphreys, Temple.
 CALVERT, Rev JOSEPH MASON, Nelson in Marsden, Lancaster. Oct 1. North and Sons, Leeds.
 COX, CHARLES HENRY, Stonehaven. Sept 1. Grover and Humphreys, Temple.
 COX, SUSANNAH, Highbury New pk. Sept 30. Woolley, Gt Winchester st, Old Broad st.
 FIBBY, GEORGE, Birmingham, out of business. Aug 31. Tyler and Tanner, Birmingham.
 GIGGLE, THOMAS, Horbury, York, Bookkeeper. Nov 1. Holt and Sons, Dewsbury.
 GILLESPIE, SAMUEL, Blackman st, Southwark, Grocer. Sept 15. Spiller, Bucklersbury.
 HENSWORTH, BENJAMIN, Monkfrystone Hall, nr South Melford, York, Esq. Sept 1. Weddall and Co, Selby.
 HEWITT, WILLIAM, Birmingham, Gent. Aug 31. Allen and Edge, Birmingham.
 LAMB, SELINA, Coventry. Sept 29. Goate, Coventry.
 MACKENZIE, FREDERICK, Brixton rd, Licensed Victualler. Sept 1. Nutt and Savery, Brabant ct, Philipot lane.
 MARSH, ADELAIDE LYDIA, Weston super Mare. Sept 1. Smith and Sons, Weston super Mare.
 MATTHEWS, AUGUSTUS, Pitchcombe, nr Stroud, Gloucester, Gent. Aug 12. Davis, Stroud.
 MEAD, CHARLES JOHN, Fore st, Chemist. Sept 7. Herbert, Cork st, Burlington gds.
 MUDGE, JOHN WILLIAM, Ringmer, Sussex, Esq. Sept 1. Grover and Humphreys, Temple.
 MUGGRAVE, ELIZA ANN MUGGRAVE, Hattogate. Oct 1. North and Sons, Leeds.
 NEWBY, SUPAN, Heligbam, Norwich. Aug 31. Coaks and Co, Norwich.
 SNOOD, EDWARD, Marylebone rd. Aug 22. Simmons and Co, Bath.
 SPECK, MARY, Brighton, Linendrapier. Sept 30. Wood and Dempster, Brighton.
 ST JOHN, PAULET, Mottefont Rectory, Southampton. Sept 1. Green and Moberly, Southampton.
 STROTHER, JOHN MORTON, Newcastle upon Tyne, Bootmaker. Sept 7. Dickinson and Miller, Newcastle upon Tyne.
 THURSDY, FREDERIC, Hesterton, Northampton, Captain. Sept 4. Thursby, Essex st, Strand.
 VERNON, BRYAN VINNY DOUGLAS, Gloucester rd, Lieutenant Colonel. Sept 1. Gorton, Bedford row.
 VERNON, JOHN HENRY, Ruinboldswyke, Sussex. Aug 30. Janman, East Pallant, Chichester.
 WALLORE, BENJAMIN, Codrall, Stafford, Gardener. Sept 30. Colebourn, Wolverhampton.
 WATKINSON, THOMAS, Beddington, Surrey, Licensed Victualler. Sept 4. Rowland, Croydon.
 WHITELEY, WILLIAM, Arncliffe, nr Leeds, Gent. Aug 25. Simpson, Leeds.
 [Gazette, July 27.]

SALES OF ENSUING WEEK.

Aug. 9.—MEETS, FURBER, PRICE, & FURBER, at the Mart, at 2 p.m., Reversion (see advertisement, July 31, p. 4).
 Aug. 9.—MEETS, NORTON, TRIST, WATKEY, & Co., at the Mart, at 1 p.m., Shares (see advertisement, July 31, p. 4).
 Aug. 10.—MEETS, DREXHAM, TAYSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freshhold and Leasehold Farms (see advertisements, July 17, p. 4; July 21, p. 4; and this week, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

FREEMAN.—July 21st, at Staines, the wife of John Robert Freeman, of Lincoln's-inn, barrister-at-law, of a daughter.
 OWEN.—Aug. 2, at 40, Tedworth-square, Chelsea, S.W., the wife of E. Annesley Owen, barrister-at-law, of a daughter.
 SWIFT.—Aug. 4, at 45, Westbourne-terrace, Hyde-park, the wife of Herbert Henry Swift, barrister-at-law, of a son.
 WHITE.—July 21, at 36, Tedworth-square, S.W., the wife of Frederic White, barrister-at-law, of a son.

MARRIAGES.

BROOKER-BOLLAND.—Aug. 3, at Scarborough, John Arthur Brooker, solicitor, Leeds, to Mary, daughter of Wm. Thos. Bolland, Oriel House, Scarborough.
 BROOKS-WILSON.—July 29, at Watford, William James Brooks, of the Inner Temple, barrister-at-law, to Alice, daughter of the late Gilbert Wilson, of Grove House, Bushey, and Mrs. Wilson, of Nutfield, Watford.

GRAHAM-FIXLEY.—July 22nd, at Christ Church, Lancaster-gate, John Cameron Graham, barrister-at-law, of Bellevue, Stirlingshire, to Annie, daughter of Stewart Fixley, of 21, Leinster-gardens.
 KIDSTON-McCLURE.—July 29, at Greenock, William Kidston, solicitor, Glasgow, to Margaret Hannay, daughter of William McClure, solicitor, Greenock.
 THORNBURN-DUSK.—July 21st, at Craigmole, Bute, William David Thornburn, advocate, Edinburgh, to Helen Graham Campbell, daughter of the late W. J. Duncan, D.L., Manager of the National Bank of Scotland.

DEATHS.

COWIE.—July 20th, at Ythandale, Wimbledon-park, S.W., Hugh Cowie, Q.C., of 4, Brick-court, Temple, aged 67.
 MATHEWS.—July 30, at Deal, John H. Mathews, of 142, Harley-street, barrister-at-law, aged 89.
 O'LEARY.—June 14, at Melbourne, Australia, D. C. McCarthy O'Leary, barrister-at-law, aged 44.
 PARKER.—July 27, at Gorey, Jersey, William Alexander Parker, advocate Scottish bar, aged 67.

FEE, TWO GUINEAS, for a sanitary inspection and report on a London dwelling-house. Country surveys by arrangement. The Sanitary Engineering and Ventilation Company, 115, Victoria-street, Westminster. Prospectus free.—[ADVT.]

FURNISH ON NORMAN & STACEY'S HIRE PURCHASE SYSTEM; No Deposit; 1, 2, or 3 years; 60 wholesale firms. Offices, 79, Queen Victoria-street, E.C. Branches at 121, Pall Mall, S.W., and 9, Liverpool-street, E.C.—[ADVT.]

LONDON GAZETTES.

BANKRUPTCIES ANNULLED.

Under the Bankruptcy Act, 1869.

TUESDAY, Aug. 3, 1886.

Carttar, Charles Joseph, Blackheath rd, Greenwich, Attorney at Law. July 30.

THE BANKRUPTCY ACT, 1869.

FRIDAY, July 30, 1886.

RECEIVING ORDERS.

Andrews, Henry, West Bromwich, Staffordshire, Puddler. Oldbury. Pet July 26. Ord July 27. Exam Aug 13.
 Bowton, Mary Alice, Stockton on Tees, Innkeeper. Stockton on Tees and Middlesbrough. Pet July 26. Ord July 26. Exam Aug 4.
 Bradley, John, Oldham, Boot Maker. Oldham. Pet July 27. Ord July 27. Exam Aug 24 at 1.
 Brett, Emma Jane, Wimborne Minster, Dorset, Draper. Poole. Pet July 26. Ord July 26. Exam Aug 25 at 2 at Townhall, Poole.
 Carter, William, Northfleet, Kent, Bootmaker. Rochester. Pet July 27. Ord July 27. Exam Aug 16 at 2.
 Clarke, Henry, Plymouth, Builder. East Stonehouse. Pet July 27. Ord July 27. Exam Aug 27 at 11.
 Davis, John, Leamington, Ironmonger. Warwick. Pet July 27. Ord July 27. Exam Aug 10.
 Douglas, William, Egremont, Cumberland, Farm Labourer. Whitehaven. Pet July 27. Ord July 27. Exam Aug 2 at 3.
 Ellis, John, Rhyl Flint, Joiner. Bangor. Pet July 20. Ord July 26. Exam Sept 2 at 2 at Court house, Bangor.
 Everett, Samuel Charles Henry, Wallington, Surrey, Merchant. High Court. Pet July 28. Ord July 28. Exam Sept 17 at 11 at 34, Lincoln's inn fields.
 Felton, George Frederick, Llandudno, Carnarvonshire, Architect. Bangor. Pet July 26. Ord July 26. Exam Sept 2 at 11 at Court house, Bangor.
 Foote, John Benjamin, Liverpool, Shipowner. Liverpool. Pet July 9. Ord July 28. Exam Aug 12 at 12 at Court house, Government bldgs, Victoria st, Liverpool.
 Fowler, George, Eastbourne, Firewood Manufacturer. Lewes and Eastbourne. Pet July 27. Ord July 27. Exam Oct 1.
 Fowler, George, residence unknown, no occupation. High Court. Pet June 28. Ord July 28. Exam Sept 3 at 12 at 34, Lincoln's inn fields.
 Gillingham, Daniel Robert, Ilchester, Somerset, Baker. Yeovil. Pet July 27. Ord July 27. Exam Aug 13.
 Guy, Joseph and Thomas Guy, Landport, Hants, Tailors. Portsmouth. Pet July 24. Ord July 24. Exam Aug 9.
 Harper, Charles, Halesowen st, Worcestershire, Beer Retailer. Oldbury. Pet July 27. Ord July 27. Exam Aug 13.
 Harrison, George, Peterborough, Northamptonshire, Corn Merchant. Peterborough. Pet July 17. Ord July 26. Exam Aug 19 at 2.
 Hart, Mess. Essex rd, Islington. High Court. Pet May 26. Ord July 28. Exam Sept 17 at 11 at 34, Lincoln's inn fields.
 Harvey, James, Bishop's Cleeve, Hertfordshire, Corn Dealer. Hertford. Pet July 8. Ord July 27. Exam Aug 17.
 Hodgson, Jonathan Tidswell, Eland, Yorks, Cotton Doubler. Halifax. Pet July 28. Ord July 28. Exam Aug 30.
 Hutton, J. R. Newham pk, nr Liverpool, Wine Merchant. Liverpool. Pet July 14. Ord July 27. Exam Aug 9 at 12 at Court house, Government bldgs, Victoria st, Liverpool.
 Johnson, John Henry, Derby, Grocer. Derby. Pet July 26. Ord July 26. Exam Aug 12.
 Long, William Adolphus, Mardy, Glamorganshire, Grocer. Pontypridd. Pet July 26. Ord July 26. Exam Aug 17 at 2.
 Lyons, Morris, Stepney green, Mile End, Boot Manufacturer. High Court. Pet July 27. Ord July 27. Exam Sept 10 at 12 at 34, Lincoln's inn fields.
 Mabey, William, Bournemouth, Steam Turner. Poole. Pet July 27. Ord July 27. Exam Aug 25 at 2.30 at Townhall, Poole.
 McEvoy, James, Threadneedle st, Messenger at Comptoir d'Escompte de Paris. High Court. Pet July 27. Ord July 29. Exam Sept 17 at 11 at 31, Lincoln's inn fields.
 Miller, Richard, London lane, Hackney, Drysalter. High Court. Pet July 26. Ord July 26. Exam Sept 10 at 11.30 at 34, Lincoln's inn fields.
 Mousah, Francis Abdallah, Liverpool, Cotton Broker. Liverpool. Pet July 8. Ord July 27. Exam Aug 9 at 12 at Court house, Government bldgs, Victoria st, Liverpool.
 Nichols, Stephen Thomas, Bristol, Butcher. Bristol. Pet July 27. Ord July 27. Exam Aug 20 at 12 at Guildhall, Bristol.
 Nichols, William, Tredegar, Mon. Grocer. Tredegar. Pet July 26. Ord July 26. Exam Aug 14 at 10.30 at County Court Office, Tredegar.
 Owen, Thomas, Merthyr Tydfil, Tailor. Merthyr Tydfil. Pet July 26. Ord July 26. Exam Aug 11.
 Parsons, George, Birmingham, Brass Founder. Birmingham. Pet July 26. Ord July 26. Exam Sept 1 at 3.
 Redgrave, Charles Henry, Worcester, Glove Manufacturer. Worcester. Pet July 27. Ord July 27. Exam Aug 10 at 11.30.
 Robinson, Vincent, Albion grove, Barnsbury, Commercial Traveller. High Court. Pet July 26. Ord July 26. Exam Sept 10 at 12 at 34, Lincoln's inn fields.
 Teyendale, William, Barrow in Furness, Joiner. Ulverston and Barrow in Furness. Pet July 27. Ord July 27. Exam Aug 18 at 2.45 at Court house, Townhall, Barrow in Furness.

Travers, Francis, Poole, Dorsetshire, Solicitor. Poole. Pet July 24. Ord July 24. Exam Aug 25 at 1 at Townhall, Poole
Walker, Samuel, Leeds, Poulterer. Leeds. Pet July 27. Ord July 27. Exam Aug 24 at 11
Wallcroft, William, Broadway, Dorset, Builder. Dorchester. Pet July 27. Ord July 27. Exam Aug 12 at 12.30 at County hall, Dorchester
Webster, Joseph, and Hillas Hudson, Shipley, Yorks, Masons. Halifax. Pet July 28. Ord July 28. Exam Aug 23
Wheelodon, George, Hopping Farm, nr Hollinsclough, Derbyshire, Joiner. Stockport. Pet July 28. Ord July 27. Exam Aug 16 at 11
Wright, Henry, Hare st, Bethnal green, Leather Seller. High Court. Pet July 28. Ord July 28. Exam Sept 10 at 12 at 34, Lincoln's inn fields

RECEIVING ORDER RESCINDED.

Crofton, Arthur Mark, address unknown, Gent. High Court. Receiv Ord Apr 6. Rescind July 19

FIRST MEETINGS.

Angus, John, Fenchurch st, Chemical Broker. Aug 10 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Bowron, Mary Alice, Stockton on Tees, Innkeeper. Aug 6 at 11.30. Official Receiver, 3, Albert rd, Middlesborough
Bradley, John, Oldham, Bootmaker. Aug 10 at 3. Official Receiver, Priory chhrs, Union st, Oldham
Brett, Emma Jane, Wimborne Minster, Dorset, Draper. Aug 9 at 12.45. Official Receiver, Salisbury
Brown, William Thomas, Langdon rd, Junction rd, Upper Holloway, Carman. Aug 11 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Burdin, Isaac, Knottingley, Yorks, Glass Bottle Maker. Aug 6 at 2. Official Receiver, Southgate chhrs, Southgate, Wakefield
Carter, William, Northfleet, Kent, Bootmaker. Aug 10 at 11.30. Official Receiver, High st, Rochester
Clarke, Henry, Plymouth, Builder. Aug 10 at 11. Official Receiver, 18, Frankfort st, Plymouth
Collings, William Henry, Hayward's Heath, Sussex, Tutor. Aug 7 at 11.30. Official Receiver, 29, Bond st, Brighton
Cooke, Samuel Howes, and Henry Francis Foale, Church st, Minorities, Leather Factors. Aug 10 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Corby, William, Weston Favell, Northamptonshire, Blacksmith. Aug 12 at 3. County Court, Northampton
Crowder, William, Birmingham, Bell Hanger. Aug 10 at 11. Luke Jesson Sharp, Official Receiver, Birmingham
De Havilland, John de Sonnetas, Queen Victoria st, Barrister-at-Law. Aug 10 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Douglas, William, Egremont, Cumberland, Farm Labourer. Aug 9 at 12. 67, Duke st, Whitehaven
Ellis, John, Rhyll, Flint, Joiner. Aug 9 at 4.30. Star Cocoa House, Rhyll
Felton, George Frederick, Llandudno, Carnarvonshire, Architect. Aug 17 at 3. Masonic Hall, Mostyn st, Llandudno
Fernbach, Salomon, St. John's rd, Hoxton, Clockmaker. Aug 12 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Fowler, George, Eastbourne, Firewood Manufacturer. Aug 10 at 2.30. Champion and Son, 53A, Terminus rd, Eastbourne
Gallice, J. B. Lendenhall st, Clerk. Aug 12 at 2.30. 33, Carey st, Lincoln's inn fields
Guy, Joseph, and Thomas Guy, Landport, Hants, Tailors. Aug 9 at 3. Official Receiver, 106, Queen's st, Portsea
Hammond, George, Brighton, Ironmonger. Aug 6 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Hammond, John, Rhyll, Flint, Inspector of Nuisances. Aug 9 at 3.30. Star Cocoa House, Rhyll
Harrington, Arthur, Clapham rd, Stationer. Aug 6 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Harris, Stephen George, Birmingham, Ironmonger. Aug 10 at 2. Luke Jesson Sharp, Official Receiver, Birmingham
Harrison, George, Peterborough, Corn Merchant. Aug 19 at 12. County Court, Peterborough
Henderson, John, Commercial rd, E., Ironmonger. Aug 11 at 11. 33, Carey st, Lincoln's inn fields
Hirst, William, Leeds, Mason. Aug 6 at 11. Official Receiver, St. Andrew's chhrs, 22, Park row, Leeds
Hodgson, Jonathan Tidswell, Elland, Yorks, Cotton Doubler. Aug 9 at 12.30. Official Receiver, Townhall chhrs, Halifax
Holmes, Thomas, Liverpool, Cooper. Aug 10 at 2. Official Receiver, 35, Victoria st, Liverpool
Johnson, John Henry, Derby, Grocer. Aug 9 at 12. Official Receiver, St. James's chhrs, Derby
King, Robert, residence unknown, Builder. Aug 12 at 11. 33, Carey st, Lincoln's inn fields
Leah, Thomas (sep estate), Todmorden, Yorks, Cotton Spinner. Aug 9 at 3.45. Queen's Hotel, Todmorden
Leah, Thomas, William Leah, and Henry Ogden, Todmorden, Yorks, Cotton Spinners. Aug 9 at 3.30. Queen's Hotel, Todmorden
Leah, William (sep estate), Todmorden, Yorks, Cotton Spinner. Aug 9 at 4. Queen's Hotel, Todmorden
Mackessack, John, and Robert Mackessack, Tavistock pl, Tavistock sq, Furniture Dealers. Aug 6 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Nichols, William, Tredegar, Mon, Grocer. Aug 9 at 3. Official Receiver, Merthyr Tydfil
Ogden, Henry, sep estate, Todmorden, Yorks, Cotton Spinner. Aug 9 at 4.15. Queen's Hotel, Todmorden
O'Hanrahan, William, Lichfield, Farmer. Aug 9 at 12.15. Swan Hotel, Lichfield
O'Neill, George, address unknown, Hoiler. Aug 6 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Owen, Thomas, Merthyr Tydfil, Tailor. Aug 9 at 11. Official Receiver, Merthyr Tydfil
Parlour, Joseph Addison, Darlington, out of business. Aug 6 at 11. Official Receiver, 3, Albert rd, Middlesborough
Rains, William, Dalston lane, Draper. Aug 13 at 11. 33, Carey st, Lincoln's inn fields
Rederive, Charles Henry, Worcester, Glove Maker. Aug 10 at 11. Official Receiver, Worcester's inn fields
Schutze, Gustavus, Weltze rd, Hammersmith, Silk Mercer. Aug 12 at 12. 33, Carey st, Lincoln's inn fields
Sheridan, Dudley Perrott, Lombard st, Financial Agent. Aug 11 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Smith, Louis Richard, and William Knott, Lyte st, Cambridge rd, Hackney, Bootmakers. Aug 11 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Smyth, James Spronie, Burton on Trent, Surgeon. Aug 6 at 12. Official Receiver, St James's chhrs, Derby
Sprake, John, High st, Notting hill, Draper. Aug 9 at 12. 33, Carey st, Lincoln's inn fields
Tatum, George, Holloway rd, Building Material Dealer. Aug 12 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Thompson, Thomas, Stockton on Tees, Grocer. Aug 10 at 11. Official Receiver, 3, Albert rd, Middlesborough
Travers, Francis, Poole, Solicitor. Aug 7 at 12.30. Official Receiver, Salisbury
Watkins, John, Lyndhurst grove, Camberwell, Builder. Aug 6 at 2.30. 33, Carey st, Lincoln's inn fields
Webb, Edward, Fulham rd, West Brompton, Butcher. Aug 11 at 12. 33, Carey st, Lincoln's inn fields

Webster, Joseph, and Hillas Hudson, Halifax, Masons. Aug 9 at 11. Official Receiver, Townhall chhrs, Halifax
Webster, Joseph, sep estate, Bradford, Mason. Aug 9 at 12. Official Receiver, Townhall chhrs, Halifax
Wheelodon, George, Hopping Farm, nr Hollinsclough, Derbyshire, Joiner. Aug 9 at 11.30. Official Receiver, County chhrs, Market pl, Stockport
Yeates, Richard, Fleet st, Printer. Aug 13 at 12. 33, Carey st, Lincoln's inn fields

ADJUDICATIONS.

Adams, William, Whittington rd, Bowes Park, Wood Green, Builder. Edmon-ton. Pet June 17. Ord July 26
Benson, William, Bubwith, Yorks, Grocer. Kingston upon Hull. Pet July 1. Ord July 28
Butterworth, Edmund, Radcliffe, Lancashire, Stonemason. Bolton. Pet July 15. Ord July 28
Byford, Robert Smith, Rathbone pl, Licensed Victualler. High Court. Pet July 21. Ord July 27
Cane, Thomas, Burgess Hill, Sussex, Manufacturer. High Court. Pet Jan 28. Ord July 28
Carter, William, Northfleet, Kent, Bookmaker. Rochester. Pet July 27. Ord July 27
Clarke, Thomas, Burton on Trent, Painter. Burton on Trent. Pet July 13. Ord July 28
Collet, George, Iredale rd, Nunhead, Optician. High Court. Pet June 25. Ord July 26
Cuss, Frank, Liverpool, Retired Licensed Victualler. Liverpool. Pet June 11. Ord July 28
Douglas, William, Egremont, Cumberland, Farm Labourer. Whitehaven. Pet July 27. Ord July 27
Ellis, Mark Philip, Stratford, Essex, Fruit Salesman. High Court. Pet July 21. Ord July 28
Gill, John Michael Ashton, Walthamstow, Schoolmaster. High Court. Pet Apr 22. Ord July 28
Graham, Henry, Stanwix, near Carlisle, Commission Agent. Carlisle. Pet July 5. Ord July 26
Guy, Joseph, and Thomas Guy, Landport, Hants, Tailors. Portsmouth. Pet July 24. Ord July 24
Harris, Aaron, Liverpool, Clothier. Liverpool. Pet July 12. Ord July 27
Hookaday, Thomas Arthur, Rochester, Watchmaker. Rochester. Pet July 19. Ord July 28
Hogg, William, West Bromwich, Butcher. Oldbury. Pet July 21. Ord July 28
Husted, Edmund, Nottingham, Musician. Nottingham. Pet July 22. Ord July 28
Jackson, Julius, Liverpool, Financial Agent. Liverpool. Pet June 19. Ord July 28
Jerman, Fanny, Plymouth, Confectioner. East Stonehouse. Pet July 22. Ord July 27
Kenyon, William, Liverpool, Ship Broker. Liverpool. Pet June 26. Ord July 27
Knox, Mary Ann, Stockton on Tees, Innkeeper. Stockton on Tees and Middlesborough. Pet July 19. Ord July 24
Longland, Charles Arthur, High st, Wandsworth, Builder. Wandsworth. Pet July 27. Ord July 28
Mattick, Septimus John Dorell, Radstock, Somerset, Agricultural Machice Proprietor. Frome. Pet July 10. Ord July 27
McElroy, James, Threadneedle st, Messenger. High Court. Pet July 27. Ord July 28
Millar, Richard, London lane, Hackney, Drysalter. High Court. Pet July 26. Ord July 27
Orwin, Wilson James, Newcastle on Tyne, Corn Dealer. Newcastle on Tyne. Pet July 27. Ord July 28
Osborne, Edwin George, Bristol, Builder. Bristol. Pet July 8. Ord July 26
Pierce, Evan, Portmadoc, Carnarvonshire, Mariner. Bangor. Pet May 21. Ord July 28
Pollock, William, jun, Southwick, near Sunderland, Tailor. Sunderland. Pet Jan 12. Ord July 23
Read, John, Salford, Contractor, &c. Salford. Pet July 8. Ord July 26
Robinson, Vincent, Albion grove, Barnsbury, Commercial Traveller. High Court. Pet July 28. Ord July 28
Solomon, Percy Levi, Westbromich, Staffordshire, Jacket Warehouseman. Oldbury. Pet May 28. Ord July 28
Tevendale, William, Barrow in Furness, Joiner. Ulverston and Barrow in Furness. July 27. Ord July 27
Tweed, George Tash, Honiton, Solicitor. Exeter. Pet Feb 27. Ord July 24
Walker, Samuel, Leeds, Poulterer. Leeds. Pet July 27. Ord July 28
Wheelodon, George, Buxton, Derbyshire, Joiner. Stockport. Pet July 26. Ord July 28
Whiston, George Henry, Birmingham, Jeweller's Factor. Birmingham. Pet June 3. Ord July 26
Wolters, Heinrich Lucien, Tower Royal, Commission Agent. High Court. Pet July 8. Ord July 28
Wright, Henry, Hare st, Bethnal Green, Leather Seller. High Court. Pet July 28. Ord July 28

TUESDAY, AUG. 3, 1886.

RECEIVED ORDERS.

Atkins, Elijah, Birmingham, Chandelier Manufacturer. Birmingham. Pet July 29. Ord July 30. Exam Sept 1 at 2
Buckley, Walter, Rashcliffe, Huddersfield, Coal Merchant. Huddersfield. Pet July 30. Ord July 30. Exam Aug 16 at 11
Clark, Thomas Howard, Gt Grimshy, Draper. Gt Grimshy. Pet July 29. Ord July 29. Exam Aug 18 at 11 at Townhall, Grimshy
Cowler, Rosa Matilda, Warwick, Widow. Warwick. Pet July 29. Ord July 29. Exam Aug 10
Cruver, Albert, Morton, Wakefield, Joiner. Wakefield. Pet July 28. Ord July 29. Exam Oct 7
Davies, Thomas, Dudley, Worcestershire, Grocer. Dudley. Pet July 28. Ord July 28. Exam Aug 12 at 11
Farleigh, Joseph Sanders, Bideford, Devon, Grocer. Barnstaple. Pet July 30. Ord July 30. Exam Aug 20 at 11 at Bridge Hall, Barnstaple
Gibbons, Christopher Benjamin, Ipswich, Iron Founder. Ipswich. Pet July 30. Ord July 30. Exam Aug 31 at 12
Griffiths, John Nathaniel, Kidderminster, Baker. Kidderminster. Pet July 29. Ord July 29. Exam Aug 13 at 2.45 at Townhall, Kidderminster
Hardaker, John, Leeds, Beerseller. Leeds. Pet July 29. Ord July 29. Exam Aug 24 at 11
Harrison, Edwin, Bradford, Yorks, out of business. Dewsbury. Pet July 29. Ord July 29. Exam Aug 17
Hartley, Henry, Burnley, Lancashire, Plasterer. Burnley. Pet July 30. Ord July 30. Exam Aug 26 at 11
Hill, Edmond, Portladio, Sussex, Draper. Brighton. Pet July 10. Ord July 29. Exam Aug 10 at 11
Hole, James, Clifton, Bristol, Baker. Bristol. Pet July 30. Ord July 30. Exam Aug 20 at 12 at Guildhall, Bristol
Holmes, William Charles, Solihull, Warwickshire, Auctioneer. Birmingham. Pet July 30. Ord July 30
Jones, Rosser Lewis, and Edward Price, Treharris, Glamorganshire, Builders. Merthyr Tydfil. Pet July 28. Ord July 29. Exam Aug 10
Marsh, Thomas, and Robert Ledgerwood, Birmingham, Silversmiths. Birmingham. Pet July 28. Ord July 28. Exam Aug 30 at 2
Moorhouse, Mason, Leeds, Grocer. Leeds. Pet July 30. Ord July 30. Exam Aug 24 at 11

Ogilvy, Donald Bruce, Brighton. Brighton. Pet Apr 16. Ord July 30. Exam Aug 19 at 11.

Owen, Richard, Pengarnislog, Llanvaelog, Anglesey, Grocer. Bangor. Pet July 16. Ord July 29. Exam Sept 2 at 11 at Court house, Bangor.

Payne, William, Gray's Thurrock, Essex, Smith. Rochester. Pet July 29. Ord July 29. Exam Aug 26 at 2.30.

Pearse, Walter, Reading, Tailor. Reading. Pet July 28. Ord July 28. Exam Aug 12 at 2 at Assize Courts, Reading, Berks.

Pinckney, John Hartley, Barrow in Furness, Solicitor. Ulverston and Barrow in Furness. Pet July 29. Ord July 29. Exam Aug 18 at 3.15 at Townhall, Barrow in Furness.

Pratt, Frederick, Northam, Devon, Surgeon. Barnstaple. Pet July 30. Ord July 30. Exam Aug 20 at 11 at Bridge Hall, Barnstaple.

Reed, Charles Peter King, Lower Tooting, Slater. Wandsworth. Pet July 13. Ord July 29. Exam Aug 26.

Siddall, James, Tong, Yorks, Woolsorter. Bradford. Pet July 13. Ord July 29. Exam Aug 13.

Smith, E. and John Hugh Barker, Queen st, Cheapside, Licensed Victuallers. High Court. Pet July 9. Ord July 30. Exam Sept 17 at 11 at 34, Lincoln's inn fields.

Ward, John James, Brentwood, out of business. Chelmsford. Pet July 29. Ord July 29. Exam Aug 14 at 11 at Shirehall, Chelmsford.

Whalley, Thomas, Downshire Hill, Hampstead, Cowkeeper. High Court. Pet July 28. Ord July 28. Exam Sept 17 at 11 at 34, Lincoln's inn fields.

Wilkinson, W, Telegraph st, Auctioneer. High Court. Pet July 2. Ord July 29. Exam Sept 17 at 11 at 34, Lincoln's inn fields.

Williams, John, Merthyr Tydfil, Innkeeper. Merthyr Tydfil. Pet July 28. Ord July 28. Exam Aug 18.

Williams, Thomas, Bromsgrove, Worcestershire, Warehouse Assistant. Worcester. Pet July 30. Ord July 30. Exam Aug 13 at 11.30.

FINER MENTIONS.

Beaswite, Hermann, Manchester avenue, Aldersgate st, Mantle Manufacturer. Aug 13 at 12. Bankruptcy bids, Portugal st, Lincoln's inn fields.

Bevan, Rowland Tucker, Cardiff, Ironmonger. Aug 11 at 10.30. Official Receiver, 3, Crookherbtown, Cardiff.

Bloor, Henry George, Sheffield, Electro Plater. Aug 11 at 11.30. Official Receiver, Pligtree lane, Sheffield.

Buckley, Walter, Rasehelfie, Huddersfield, Coal Merchant. Aug 13 at 11. Haigh and Son, Solicitors, New st, Huddersfield.

Clayton, Charles, Deptford, Newagent. Aug 11 at 3. Official Receiver, 109, Victoria st, Westminster.

Cowley, Rose Matilda, Warwick, Widow. Aug 10 at 12.30. W B Sanderson, 7, Church st, Warwick.

Davies, Thomas, Dudley, Worcestershire, Grocer. Aug 12 at 10.30. Official Receiver, Dudley.

Davis, John, Leamington, Ironmonger. Aug 10 at 10.30. Official Receiver, 17, Hertford st, Coventry.

Dyer, George, Wirral, Cheshire, Farmer. Aug 11 at 2. Official Receiver, 48, Hamilton sq, Birkenhead.

Frost, Richard Percival Bodeley, Verulam bldgs, Gray's inn, no occupation. Aug 13 at 11. Bankruptcy bids, Portugal st, Lincoln's inn fields.

Gillingham, Daniel Robert, Rochester, Somerset, Baker. Aug 10 at 4. Three Choughs Hotel, Yeovil.

Gordon, Joseph, Ilkley, Yorks, Painter. Aug 11 at 11. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds.

Griffiths, John Nathaniel, Kidderminster, Baker. Aug 12 at 2.45. A G Hooper, Solicitor, Kidderminster.

Mabey, William, Bournemouth, Steam Turner. Aug 10 at 3.30. Criterion Hotel, Bournemouth.

Marsh, Thomas, sep estate, Aston, nr Birmingham, Silversmith. Aug 12 at 11. Official Receiver, Birmingham.

Marsh, Thomas, and Robert Ledgerwood, Birmingham, Silversmiths. Aug 12 at 11. Official Receiver, Birmingham.

Payne, William, Gray's Thurrock, Essex, Smith. Aug 13 at 11.30. Official Receiver, High st, Rochester.

Sharpe, William Robert, Yiewsley, West Drayton, Clerk in Holy Orders. Aug 11 at 12. Chequers Hotel, Uxbridge.

Siddall, James, Tong, Yorks, Woolsorter. Aug 11 at 11. Official Receiver, 31, Manor row, Bradford.

Walker, Samuel, Leeds, Poulterer. Aug 11 at 12. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds.

Wallcroft, William, Broadway, Dorset, Builder. Aug 10 at 12.15. Antelope Hotel, Dorchester.

Whatmore, Alfred, Brierley Hill, Staffordshire, Fruiterer. Aug 11 at 2.30. Talbot Hotel, Stourbridge.

ADJUDICATIONS.

Abbott, John Nelson, Old Broad st, Stockbroker. High Court. Pet June 18. Ord July 30.

Andrews, Henry, West Bromwich, Puddler. Oldbury. Pet July 27. Ord July 29.

Benwell, Edwin, Pontypridd, Mon, Grocer. Newport, Mon, Pet July 18. Ord July 29.

Bass, John Robert, Gorleston, Suffolk, Publican. Gt Yarmouth. Pet July 7. Ord July 30.

Bowron, Mary Alice, Stockton on Tees, Innkeeper. Stockton on Tees and Middlesborough. Pet July 28. Ord July 28.

Braybrooke, James, Manchester, Merchant. Manchester. Pet June 30. Ord July 29.

Brett, Emma Jane, Wimborne Minster, Dorset, Draper. Poole. Pet July 28. Ord July 28.

Chambers, Thomas, Grantham, Lincolnshire, Hatter. Nottingham. Pet July 12. Ord July 29.

Davies, Thomas, Dudley, Worcestershire, Grocer. Dudley. Pet July 28. Ord July 29.

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Dear, Thomas Oldacre, Gresham st, Solicitor. High Court. Pet June 22. Ord July 30.

Farrer, Henry, Ravensworth, Westmoreland, Joiner. Kendal. Pet July 1. Ord July 30.

Griffiths, John Nathaniel, Kidderminster, Baker. Kidderminster. Pet July 29. Ord July 29.

Haigh, Benjamin, Burnley, Lancashire, Weaver. Burnley. Pet June 16. Ord July 29.

Harper, Charles, Oldbury, Beer Retailer. Oldbury. Pet July 27. Ord July 29.

Hodgson, Jonathan Tidswell, Eiland, Yorks, Cotton Doubler. Halifax. Pet July 28. Ord July 29.

Jones, Rosser Lewis, and Edward Price, Treharis, Glamorganshire, Builders. Merthyr Tydfil. Pet July 28. Ord July 29.

King, Francis, Gainsborough, Lincolnshire, Grocer. Lincoln. Pet July 2. Ord July 29.

Laine, Thomas Hamelin, and Harry Churchill Longman, Southwark st, Boro', Coffee Roasters. High Court. Pet June 26. Ord July 30.

Long, William Adolphus, Mardy, Glamorganshire, Grocer. Pontypridd. Pet July 28. Ord July 29.

Lyons, Morris, Stepancy green, Mile End, Boot Manufacturer. High Court. Pet July 27. Ord July 28.

Miller, Matthew, Manchester, Commission Agent. Manchester. Pet June 22. Ord July 30.

Nichols, Stephen Thomas, Bristol, Butcher. Bristol. Pet July 27. Ord July 29.

Nichols, William, Tredegar, Mon, Grocer. Tredegar. Pet July 26. Ord July 29.

Owen, Thomas, Merthyr Tydfil, Tailor. Merthyr Tydfil. Pet July 26. Ord July 29.

Parlour, Joseph Addison, Skinnergate, Darlington, out of business. Stockton on Tees and Middlesborough. Pet June 2. Ord July 29.

Powell, Augustus, Home Office, Whitehall, Clerk. High Court. Pet Mar 31. Ord July 29.

Randall, Charles, Kendal, Westmorland, Commercial Traveller. Kendal. Pet July 3. Ord July 29.

Sharpe, William Robert, Yiewsley, West Drayton, Clerk in Holy Orders. Windsor. Pet June 30. Ord July 29.

Siddall, James, Tong, Yorkshire, Woolsorter. Bradford. Pet July 13. Ord July 29.

Sprosen, Richard, Osborn rd, Forest Gate, Butcher's Assistant. High Court. Pet July 8. Ord July 28.

Sterry, William Manwaring, Birmingham, Licensed Victualler. Birmingham. Pet June 24. Ord July 30.

Till, Josiah, Nottingham, Electrician. Nottingham. Pet July 13. Ord July 29.

Travers, Francis, Poole, Dorsetshire, Solicitor. Poole. Pet July 24. Ord July 29.

Ward, John James, Brentwood, out of business. Chelmsford. Pet July 29. Ord July 29.

Williams, Thomas, Bromsgrove, Worcestershire, Warehouse Assistant. Worcester. Pet July 30. Ord July 30.

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